

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-K

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934**

For the fiscal year ended **April 29, 2012**
Commission file number: **1-15321**

Smithfield

SMITHFIELD FOODS, INC.

(Exact name of registrant as specified in its charter)

Virginia

(State or other jurisdiction of
incorporation or organization)

**200 Commerce Street
Smithfield, Virginia**

(Address of principal executive offices)

52-0845861

(I.R.S. Employer
Identification No.)

23430

(Zip Code)

(757) 365-3000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class

Common Stock, \$.50 par value per share

Name of each exchange on which registered

New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).
Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the shares of registrant's Common Stock held by non-affiliates as of October 30, 2011 was approximately \$2.9 billion. This figure was calculated by multiplying (i) the \$23.26 last sales price of registrant's Common Stock as reported on the New York Stock Exchange on the last business day of the registrant's most recently completed second fiscal quarter by (ii) the number of shares of registrant's Common Stock not held by any executive officer or director of the registrant or any person known to the registrant to own more than five percent of the outstanding Common Stock of the registrant. Such calculation does not constitute an admission or determination that any such executive officer, director or holder of more than five percent of the outstanding shares of Common Stock of the registrant is in fact an affiliate of the registrant.

At June 13, 2012, 154,789,292 shares of the registrant's Common Stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates certain information by reference from the registrant's definitive proxy statement to be filed with respect to its Annual Meeting of Shareholders to be held on September 19, 2012.

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PART I

ITEM 1. BUSINESS

GENERAL DEVELOPMENT OF BUSINESS

Smithfield Foods, Inc., together with its subsidiaries (the “Company,” “we,” “us” or “our”), began as a pork processing operation called The Smithfield Packing Company, founded in 1936 by Joseph W. Luter and his son, Joseph W. Luter, Jr. Through a series of acquisitions starting in 1981, we have become the largest pork processor and hog producer in the world.

We produce and market a wide variety of fresh meat and packaged meats products both domestically and internationally. We operate in a cyclical industry and our results are affected by fluctuations in commodity prices. Additionally, some of the key factors influencing our business are customer preferences and demand for our products; our ability to maintain and grow relationships with customers; the introduction of new and innovative products to the marketplace; accessibility to international markets for our products including the effects of any trade barriers; and operating efficiencies of our facilities.

We conduct our operations through four reportable segments: Pork, Hog Production, International and Corporate, each of which is comprised of a number of subsidiaries, joint ventures and other investments. A fifth reportable segment, the Other segment, contains the results of our former turkey production operations and our previous 49% interest in Butterball, LLC (Butterball), which were sold in December 2010 (fiscal 2011), as well as our former live cattle operations, which were sold in the first quarter of fiscal 2010. The Pork segment consists mainly of our three wholly-owned U.S. fresh pork and packaged meats subsidiaries: The Smithfield Packing Company, Inc. (Smithfield Packing), Farmland Foods, Inc. (Farmland Foods) and John Morrell Food Group (John Morrell). The Hog Production segment consists of our hog production operations located in the U.S. The International segment is comprised mainly of our meat processing and distribution operations in Poland, Romania and the United Kingdom, our interests in meat processing operations, mainly in Western Europe and Mexico, our hog production operations located in Poland and Romania and our interests in hog production operations in Mexico. The Corporate segment provides management and administrative services to support our other segments.

Pork Segment Restructuring and Strategies for Growth

In fiscal 2011, we completed our Pork segment restructuring plan, in which we consolidated a number of independent operating companies into three large regional operating companies, increased capacity utilization by closing six inefficient and underutilized packaged meats plants and one fresh pork plant, merged our two independent fresh pork sales forces, consolidated our export sales organizations, and rationalized our brands (the Restructuring Plan). The Restructuring Plan resulted in cumulative restructuring and impairment charges of approximately \$105.5 million and annual profitability improvement of approximately \$125 million.

With the completion of the Restructuring Plan, we are focused on top and bottom line growth in our base business. Our strategies for growth include:

- *Focus On Twelve Core Brands*—We are focusing our marketing support on twelve major brand names: Smithfield, Farmland, John Morrell, Gwaltney, Armour, Eckrich, Margherita, Carando, Kretschmar, Cook’s, Curly’s and Healthy Ones. Approximately three-quarters of our domestic retail packaged meats sales are branded products, with nearly 90% of those branded sales being core brands.
- *Invest in Advertising to Activate Brands*—We have begun to invest more heavily in marketing talent and consumer advertising campaigns to drive consumer awareness. In December 2011 (fiscal 2012), we entered into a multi-year sponsorship agreement with the Richard Petty Motorsports NASCAR team to help activate our brands with consumer-focused marketing.
- *Build a Strong Innovation Pipeline*—We are driving consumer relevant product innovation by focusing on delivering convenience oriented products such as our Smithfield marinated pork products, convenient packaging such as our Smithfield bacon pouch pack and healthier, reduced sodium products. In fiscal 2012, we opened a 37,000 square foot research and development center with three state of the art kitchens, a dedicated cutting room, multimedia technology, and a pilot plant that simulates full scale manufacturing processes. This facility allows us to co-develop prototypes with customers and make quick product modifications for speed to the market.
- *Coordinated Sales and Marketing Team*—The restructured sales groups provide for a more coordinated and focused strategy to access markets and service customers.

Portsmouth, Virginia Plant

In November 2011 (fiscal 2012), we announced that we would shift the production of hot dogs and lunchmeat from Smithfield Packing's Portsmouth, Virginia plant to our Kinston, North Carolina plant and permanently close the Portsmouth facility. The Kinston facility will be expanded to handle the additional production and will incorporate state of the art technology and equipment, which is expected to produce significant production efficiencies and cost reductions. The Kinston expansion will require an estimated \$85 million in capital expenditures, \$32.8 million of which has been spent as of April 29, 2012. The expansion of the Kinston facility and the closure of the Portsmouth facility are expected to be completed by the end of fiscal 2013.

Missouri Hog Farms

In the first half of fiscal 2011, we began reducing the hog population on certain of our farms in Missouri in order to comply with an amended consent decree. The amended consent decree allows us to return the farms to full capacity upon the installation of an approved "next generation" technology that would reduce the level of odor produced by the farms. The reduced hog raising capacity at these farms was replaced with third party contract farmers in Iowa. Based on the favorable hog raising performance experienced with these third party contract farmers and the amount of capital required to install "next generation" technology at our Missouri farms, we made the decision in the first quarter of fiscal 2012 to permanently idle certain of the assets on these farms.

Hog Production Cost Savings Initiative

In fiscal 2010, we announced a plan to improve the cost structure and profitability of our domestic hog production operations (the Cost Savings Initiative). The plan includes a number of undertakings designed to improve operating efficiencies and productivity. These consist of farm reconfigurations and conversions, termination of certain high cost, third party hog grower contracts and breeding stock sourcing contracts, as well as a number of other cost reduction activities.

Cumulative pre-tax charges from the Cost Savings Initiative were \$40.2 million through fiscal 2012. There are no significant charges remaining. We anticipate capital expenditures to total approximately \$86 million. Capital expenditures incurred through fiscal 2012 totaled \$77.2 million.

DESCRIPTION OF SEGMENTS

Pork Segment

The Pork segment consists mainly of three wholly-owned U.S. fresh pork and packaged meats subsidiaries: Smithfield Packing, Farmland Foods and John Morrell. The Pork segment produces a wide variety of fresh pork and packaged meats products in the U.S. and markets them nationwide and to numerous foreign markets, including China, Japan, Mexico, Russia and Canada. The Pork segment currently operates approximately 40 processing plants. We process hogs at eight plants (five in the Midwest and three in the Southeast), with an aggregate slaughter capacity of approximately 110,000 hogs per day. In fiscal 2012, the Pork segment processed approximately 27.7 million hogs.

The Pork segment sold approximately 3.8 billion pounds of fresh pork in fiscal 2012. A substantial portion of our fresh pork is sold to retail customers as unprocessed, trimmed cuts such as butts, loins (including roasts and chops), picnics and ribs.

The Pork segment also sold approximately 2.7 billion pounds of packaged meats products in fiscal 2012. We produce a wide variety of packaged meats, including smoked and boiled hams, bacon, sausage, hot dogs (pork, beef and chicken), deli and luncheon meats, specialty products such as pepperoni, dry meat products, and ready-to-eat, prepared foods such as pre-cooked entrees and pre-cooked bacon and sausage. We market our domestic packaged meats products under a number of labels including the following core brand names: Smithfield, Farmland, John Morrell, Gwaltney, Armour, Eckrich, Margherita, Carando, Kretschmar, Cook's, Curly's and Healthy Ones. We also sell a substantial quantity of packaged meats as private-label products.

Our product lines also include leaner fresh pork products as well as lower-fat and lower-salt packaged meats. We also market a line of lower-fat value-priced luncheon meats, smoked sausage and hot dogs, as well as fat-free deli hams and 40% lower-fat bacon.

The following table shows the percentages of Pork segment revenues derived from packaged meats products and fresh pork for the fiscal years indicated.

	Fiscal Years		
	2012	2011	2010
Packaged meats	54%	56%	55%
Fresh pork ⁽¹⁾	46	44	45
	100%	100%	100%

⁽¹⁾ Includes by-products and rendering.

In fiscal 2012, export sales comprised approximately 18% of the Pork segment's volumes and approximately 16% of the segment's revenues.

Hog Production Segment

As a complement to our Pork segment, we have vertically integrated into hog production and are the world's largest hog producer. The Hog Production segment consists of our hog production operations located in the U.S. The Hog Production segment operates numerous hog production facilities with approximately 851,000 sows producing about 15.8 million market hogs annually.

The profitability of hog production is directly related to the market price of live hogs and the cost of feed grains such as corn and soybean meal. The Hog Production segment generates higher profits when hog prices are high and feed grain prices are low, and lower profits (or losses) when hog prices are low and feed grain prices are high. We believe that the Hog Production segment furthers our strategic initiative of vertical integration and reduces our exposure to fluctuations in profitability historically experienced by the pork processing industry. In addition, with the importance of food safety to the consumer, our vertically integrated system provides increased traceability from conception of livestock to consumption of the pork product.

The following table shows the percentages of Hog Production segment revenues derived from hogs sold internally and externally and other products for the fiscal years indicated.

	Fiscal Years		
	2012	2011	2010
Internal hog sales	80%	78%	77%
External hog sales	12	15	15
Other products ⁽¹⁾	8	7	8
	100%	100%	100%

⁽¹⁾ Consists primarily of feed, non-market hog sales and gains (losses) on derivatives.

Genetics

We own certain genetic lines of specialized breeding stock which are marketed using the name Smithfield Premium Genetics (SPG). The Hog Production segment makes extensive use of these genetic lines, with approximately 838,000 SPG breeding sows. In addition, we have sublicensed some of these rights to some of our strategic hog production partners. We believe that the hogs produced by these genetic lines are the leanest hogs commercially available and enable us to market highly differentiated pork products. We believe that the leanness and increased meat yields of these hogs enhance our profitability with respect to both fresh pork and packaged meats. In fiscal 2012, we produced approximately 15.0 million SPG hogs.

Hog production operations

We use advanced management techniques to produce premium quality hogs on a large scale at a low cost. We develop breeding stock, optimize diets for our hogs at each stage of the growth process, process feed for our hogs and design hog containment facilities. We believe our economies of scale and production methods, together with our use of the advanced SPG genetics, make us a low cost producer of premium quality hogs. We also utilize independent farmers and their facilities to raise hogs produced from our breeding stock. Under multi-year contracts, a farmer provides the initial facility investment, labor and front line management in exchange for a service fee. In fiscal 2012, approximately 72% of our market hogs were finished on contract farms.

International Segment

The International segment includes our meat processing and distribution operations in Poland, Romania and the United Kingdom, our interests in meat processing operations, mainly in Western Europe and Mexico, our hog production operations located in Poland and Romania and our interests in hog production operations in Mexico. Our international meat processing operations produce a wide variety of fresh pork, beef, poultry and packaged meats products, including cooked hams, sausages, hot dogs, bacon and canned meats. Our noncontrolling interests in international meat processing operations include a 37% interest in the common stock of Campofrio Food Group (CFG), a leading European packaged meats company headquartered in Madrid, Spain, and one of the largest worldwide with annual sales of approximately \$2.5 billion.

The following table shows the percentages of International segment revenues derived from packaged meats, fresh meats and other products for the fiscal years indicated.

	Fiscal Years		
	2012	2011	2010
Packaged meats	47%	47%	48%
Fresh meats	43	42	41
Other products ⁽¹⁾	10	11	11
	100%	100%	100%

⁽¹⁾ Includes external hog sales, feed, feathers, by-products and rendering

The International segment has sales denominated in foreign currencies and, as a result, is subject to certain currency exchange risk. See “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations—Derivative Financial Instruments” for a discussion of our foreign currency hedging activities.

SEGMENTS IN GENERAL

Sources and Availability of Raw Materials

Feed grains, including corn, soybean meal and wheat, are the primary raw materials of our hog production operations. These grains are readily available from numerous sources at competitive prices. We generally purchase corn and soybean meal through forward purchase contracts. Historically, grain prices have been subject to fluctuations and have escalated in recent years due to increased worldwide demand.

Live hogs are the primary raw materials of the Pork segment and our meat processing operations in the International segment. Historically, hog prices have been subject to substantial fluctuations. Hog supplies, and consequently prices, are affected by factors such as corn and soybean meal prices, weather and farmers’ access to capital. Hog prices tend to rise seasonally as hog supplies decrease during the hot summer months and tend to decline as supplies increase during the fall. This tendency is due to lower farrowing performance during the winter months and slower animal growth rates during the hot summer months.

The Pork segment purchased approximately 49% of its U.S. live hog requirements from the Hog Production segment in fiscal 2012. In addition, we have established multi-year agreements with Maxwell Foods, Inc. and Prestage Farms, Inc., which provide us with a stable supply of high-quality hogs at market-indexed prices. These producers supplied approximately 11% of hogs processed by the Pork segment in fiscal 2012. We also purchase hogs on a daily basis at our Southeastern and Midwestern processing plants and our company-owned buying stations in five Midwestern states.

Like the Pork segment, live hogs are the primary raw materials of our meat processing operations in the International segment with the primary source of hogs being our hog production operations located in Poland and Romania. Our meat processing operations in the International segment purchased approximately 73% of its live hog requirements from our hog production operations located in Poland and Romania in fiscal 2012.

We also purchase fresh pork from other meat processors to supplement our processing requirements. Additional purchases include raw beef, poultry and other meat products that are added to sausages, hot dogs and luncheon meats. Those meat products and other materials and supplies, including seasonings, smoking and curing agents, sausage casings and packaging materials, are readily available from numerous sources at competitive prices.

Nutrient Management and Other Environmental Issues

Our hog production facilities have been designed to meet or exceed all applicable zoning and other government regulations. These regulations require, among other things, maintenance of separation distances between farms and nearby residences, schools, churches, public use areas, businesses, rivers, streams and wells and adherence to required construction standards.

Hog production facilities generate significant quantities of manure, which must be managed properly to protect public health and the environment. We believe that we use the best technologies currently available and economically feasible for the management of swine manure, which require permits under state, and in some instances, federal law. The permits impose standards and conditions on the design and operation of the systems to protect public health and the environment, and can also impose nutrient management planning requirements depending on the type of system utilized. The most common system of swine manure management employed by our hog production facilities is the lagoon and spray field system, in which lined earthen lagoons are utilized to treat the manure before it is applied to agricultural fields by spray application. The nitrogen and phosphorus in the treated manure serve as a crop fertilizer.

We follow a number of other policies and protocols to reduce the impact of our hog production operations on the environment, including: the employment of environmental management systems; ongoing employee training regarding environmental controls; walk-around inspections at all sites by trained personnel; formal emergency response plans that are regularly updated; and collaboration with manufacturers regarding testing and developing new equipment. For further information see "Regulation" below.

Customers and Marketing

Our fundamental marketing strategy is to provide quality and value to the ultimate consumers of our fresh pork, packaged meats and other meat products. We have a variety of consumer advertising and trade promotion programs designed to build awareness and increase sales distribution and penetration. We also provide sales incentives for our customers through rebates based on achievement of specified volume and/or growth in volume levels.

We have significant market presence, both domestically and internationally, where we sell our fresh pork, packaged meats and other meat products to national and regional supermarket chains, wholesale distributors, the foodservice industry (fast food, restaurant and hotel chains, hospitals and other institutional customers), export markets and other further processors. We use both in-house salespersons as well as independent commission brokers to sell our products. In fiscal 2012, we sold our products to more than 3,200 customers, none of whom accounted for as much as 10% of consolidated revenues. We have no significant or seasonally variable backlog because most customers prefer to order products shortly before shipment and, therefore, do not enter into formal long-term contracts.

Methods of Distribution

We use a combination of private fleets of leased tractor trailers and independent common carriers and owner operators to distribute live hogs, fresh pork, packaged meats and other meat products to our customers, as well as to move raw materials between plants for further processing. We coordinate deliveries and use backhauling to reduce overall transportation costs. In the U.S., we distribute products directly from some of our plants and from leased distribution centers primarily in Missouri, Pennsylvania, North Carolina, Virginia, Kansas, Wisconsin, Indiana, Illinois, California, Iowa, Nebraska and Texas. We also operate distribution centers adjacent to our plants in Bladen County, North Carolina, Sioux Falls, South Dakota and Crete, Nebraska. Internationally, we distribute our products through a combination of leased and owned warehouse facilities.

Trademarks

We own and use numerous marks, which are registered trademarks or are otherwise subject to protection under applicable intellectual property laws. We consider these marks and the accompanying goodwill and customer recognition valuable and material to our business. We believe that registered trademarks have been important to the success of our branded fresh pork and packaged meats products. In a number of markets, our brands are among the leaders in select product categories.

Seasonality

The meat processing business is somewhat seasonal in that, traditionally, the periods of higher sales for hams are the holiday seasons such as Christmas, Easter and Thanksgiving, and the periods of higher sales for smoked sausages, hot dogs and luncheon meats are the summer months. The Pork segment typically builds substantial inventories of hams in anticipation of its seasonal holiday business. In addition, the Hog Production segment experiences lower farrowing performance during the winter months and slower animal growth rates during the hot summer months resulting in a decrease in hog supplies in the summer and an increase in hog supplies in the fall.

Competition

The protein industry is highly competitive. Our products compete with a large number of other protein sources, including chicken, beef and seafood, but our principal competition comes from other pork processors.

We believe that the principal competitive factors in the pork processing industry are price, product quality and innovation, product distribution and brand loyalty. Some of our competitors are more diversified than us, especially now that we have sold our beef and turkey operations. To the extent that their other operations generate profits, these more diversified competitors may be able to support their meat processing operations during periods of low or negative profitability.

Research and Development

We conduct continuous research and development activities to develop new products and to improve existing products and processes. We incurred expenses on company-sponsored research and development activities of \$75.9 million, \$47.0 million and \$38.8 million in fiscal 2012, 2011 and 2010, respectively.

FINANCIAL INFORMATION ABOUT SEGMENTS

Financial information for each reportable segment, including revenues, operating profit and total assets, is disclosed in Note 17 in “Item 8. Financial Statements and Supplementary Data.”

RISK MANAGEMENT AND HEDGING

We are exposed to market risks primarily from changes in commodity prices, as well as interest rates and foreign exchange rates. To mitigate these risks, we utilize derivative instruments to hedge our exposure to changing prices and rates. For further information see “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations—Derivative Financial Instruments.”

REGULATION

Regulation in General

Like other participants in the industry, we are subject to various laws and regulations administered by federal, state and other government entities, including the United States Environmental Protection Agency (EPA) and corresponding state agencies, as well as the United States Department of Agriculture, the Grain Inspection, Packers and Stockyard Administration, the United States Food and Drug Administration, the United States Occupational Safety and Health Administration, the Commodities and Futures Trading Commission and similar agencies in foreign countries.

From time to time, we receive notices and inquiries from regulatory authorities and others asserting that we are not in compliance with particular laws and regulations. In some instances, litigation ensues. In addition, individuals may initiate litigation against us.

Many of our facilities are subject to environmental permits and other regulatory requirements, violations of which are subject to civil and criminal sanction. In some cases, third parties may also have the right to sue to enforce compliance.

We use internationally recognized management systems to manage many of our regulatory programs. For example, we use the International Organization for Standardization (ISO) 14001 standard to manage and optimize environmental performance, and we were the first in the industry to achieve ISO 14001 certification for our hog production and processing facilities. ISO guidelines require a long-term management plan integrating regular third-party audits, goal setting, corrective action, documentation, and executive review. Our Environmental Management System (EMS), which conforms to the ISO 14001 standard, addresses the significant environmental aspects of our operations, provides employee training programs and facilitates engagement with local communities and regulators. Most importantly, the EMS allows the collection, analysis and reporting of relevant environmental data to facilitate our compliance with applicable environmental laws and regulations.

Water

In March 2011, the U.S. Court of Appeals for the Fifth Circuit overturned EPA's November 2008 rule requiring that confined animal feeding operations (CAFOs) that "discharge or propose to discharge" apply for permit coverage under the Clean Water Act's National Pollutant Discharge Elimination System (NPDES). The Fifth Circuit's decision (which held that only discharging CAFOs have a duty to apply for NPDES permit coverage) has clarified the extent of our obligations under the NPDES permit program. EPA has not yet proposed or finalized a rule in response to the Fifth Circuit's decision, and it is not clear whether any such action may attempt to impose additional obligations on our hog production operations.

In a related matter, in October 2011, EPA proposed a rule pursuant to the Clean Water Act and a settlement agreement with certain activist groups that would require CAFOs to provide data on their operations to the agency.

Air

During calendar year 2002, the National Academy of Sciences (the Academy) undertook a study at EPA's request to assist EPA in considering possible future regulation of air emissions from animal feeding operations. The Academy's study identified a need for more research and better information, but also recommended implementing without delay technically and economically feasible management practices to decrease emissions. Further, our hog production subsidiaries have accepted EPA's offer to enter into an administrative consent agreement and order with owners and operators of hog farms and other animal production operations. Under the terms of the consent agreement and order, participating owners and operators agreed to pay a penalty, contribute towards the cost of an air emissions monitoring study and make their farms available for monitoring. In return, participating farms have been given immunity from federal civil enforcement actions alleging violations of air emissions requirements under certain federal statutes, including the Clean Air Act. Pursuant to our consent agreement and order, we paid a \$100,000 penalty to EPA. Premium Standard Farm, Inc.'s (PSF) Texas farms and company-owned farms in North Carolina also agreed to participate in this program. The National Pork Board, of which we are a member and financial contributor, paid the costs of the air emissions monitoring study on behalf of all hog producers, including us, out of funds collected from its members in previous years. The cost of the study for all hog producers was approximately \$6.0 million. Monitoring under the study began in the spring 2007 and ended in the winter 2010. EPA made the data available to the public in January 2011 and also issued a Call for Information seeking additional emissions data to ensure it considers the broadest range of available scientific data as it develops improved methodologies for estimating emissions. EPA will review the data to develop emissions estimating methodologies where site-specific information is unavailable. Although EPA announced in 2010 that it anticipated making the draft emission estimation methodologies available for public comment by animal type, beginning with the methodology for broilers in early 2011, to date it has not done so. The agency anticipates finalizing the methodologies in June 2012 (fiscal 2013). New regulations governing air emissions from animal agriculture operations are likely to emerge from the monitoring program undertaken pursuant to the consent agreement and order. There can be no assurance that any new regulations that may be proposed to address air emissions from animal feeding operations will not have a material adverse effect on our financial position or results of operations.

Greenhouse Gases (GHGs) and Climate Change

In calendar year 2009, EPA finalized its Mandatory Reporting of Greenhouse Gases (GHGs) rule, which requires owners or operators of certain facilities (including facilities that contain a manure management system) that emit at least 25,000 metric tons or more of GHGs per year to report their emissions. Although EPA has not been implementing the rule as it applies to manure management systems due to a congressional restriction prohibiting the expenditure of funds for this purpose, there is no assurance that this prohibition will not be lifted in the future. Should that occur, the rule would impose additional costs on our hog production operations; however, it is not expected that such costs would have a material adverse effect on our hog production operations.

The EPA finalized regulations in calendar year 2010 under the Clean Air Act, which may trigger new source review and permitting requirements for certain sources of GHG emissions. These rulemakings are all subject to judicial appeals. There may also be changes in applicable state law pertaining to the regulation of GHGs. Several states have taken steps to require the reduction of GHGs by certain companies and public utilities, primarily through the planned development of GHG inventories and/or regional GHG cap and trade programs and targeted enforcement.

As in virtually every industry, GHG emissions occur at several points across our operations, including production, transportation and processing. Compliance with future legislation, if any, and compliance with currently evolving regulation of GHGs by EPA and the states may result in increased compliance costs, capital expenditures, and operating costs. In the event that any future compliance requirements at any of our facilities require more than the sustainability measures that we are currently undertaking to monitor emissions and improve our energy efficiency, we may experience significant increases in our costs of operation. Such costs may include the cost to purchase offsets or allowances and costs to reduce GHG emissions if such reductions are required. These regulatory changes may also lead to higher cost of goods and services which may be passed on to us by suppliers.

As an agriculture-based company, changes to the climate and weather patterns could also affect key inputs to our business as the result of shifts in temperatures, water availability, precipitation, and other factors. Both the cost and availability of corn and other feed crops, for example, could be affected. The regulation or taxation of carbon emissions could also affect the prices of commodities, energy, and other inputs to our business. We believe there could also be opportunities for us as a result of heightened interest in alternative energy sources, including those derived from manure, and participation in carbon markets. However, it is not possible at this time to predict the complete structure or outcome of any future legislative efforts to address GHG emissions and climate change, whether EPA's regulatory efforts will survive court challenge, or the eventual cost to us of compliance. There can be no assurance that GHG regulation will not have a material adverse effect on our financial position or results of operations.

E15 Ruling

In October 2010, the EPA granted a “partial waiver” to a statutory bar under the Clean Air Act prohibiting fuel manufacturers from introducing fuel additives that are not “substantially similar” to those already approved and in use for vehicles of model year (MY) 1975 or later. The EPA's decision allows fuel manufacturers to increase the ethanol content of gasoline to 15 percent (E15) for use in MY 2007 and newer light-duty motor vehicles, including passenger cars, light-duty trucks, and medium-duty passenger vehicles. In January 2011, the EPA granted another partial waiver authorizing E15 use in MY 2001-2006 light-duty motor vehicles. Prior to EPA's decisions, the ethanol content of gasoline in the United States was limited to 10 percent. These rulemakings are all subject to judicial appeals and a court decision is anticipated during calendar year 2012.

These agency actions, along with subsequent evaluations by the EPA, allow the introduction of E15 into commerce and the marketplace by manufacturers. Although the long-term impact of E15 is currently unknown, studies have shown that expanded corn-based ethanol production has driven up the price of livestock feed and led to commodity-price volatility. We cannot presently assess the full economic impact of the proposed regulations on the meat processing industry or on our operations.

Regulatory and Other Proceedings

From time to time we receive notices from regulatory authorities and others asserting that we are not in compliance with certain environmental laws and regulations. In some instances, litigation ensues.

In March 2006 (fiscal 2006), we entered into a consent decree that settled two citizen lawsuits alleging among other things violations of certain environmental laws. The consent decree provides, among other things, that our subsidiary, Murphy-Brown LLC, will undertake a series of measures designed to enhance the performance of the swine waste management systems on approximately 244 company-owned farms in North Carolina and thereby reduce the potential for surface water or ground water contamination from these farms. Murphy-Brown has successfully completed a number of the measures called for in the consent decree and expects to fulfill its remaining consent decree obligations over the next year, at which time it will move for termination of the decree.

Prior to our acquisition of PSF, it had entered into a consent judgment with the State of Missouri and a consent decree with the federal government and a citizens group. The judgment and decree generally required that PSF pay penalties to settle past alleged regulatory violations, utilize new technologies to reduce nitrogen in the material that it applies to farm fields and research, and develop and implement “Next Generation Technology” for environmental controls at certain of its Missouri farm operations. PSF has successfully completed measures called for in the state judgment, in part, by installing “Next Generation Technology” and expects to move for termination of the judgment within calendar year 2012. PSF has also completed a number of the measures called for in the federal consent decree and expects to fulfill its remaining consent decree obligations over the next year, at which time it will move for termination of the decree.

Environmental Stewardship

In July 2000, in furtherance of our continued commitment to responsible environmental stewardship, we and our North Carolina-based hog production subsidiaries voluntarily entered into an agreement with the Attorney General of North Carolina (the Agreement) designed to enhance water quality in the State of North Carolina through a series of initiatives to be undertaken by us and our subsidiaries while protecting access to swine operations in North Carolina. One of the features of the Agreement reflects our commitment to preserving and enhancing the environment of eastern North Carolina by providing a total of \$50.0 million to assist in the preservation of wetlands and other natural areas in eastern North Carolina and to promote similar environmental enhancement activities. To fulfill our commitment, we made annual contributions of \$2.0 million beginning in fiscal 2001 through fiscal 2010. Due to the losses we were experiencing in our Hog Production segment in fiscal 2010, we entered into an agreement with the Attorney General of North Carolina to defer our annual payments in fiscal 2011 and fiscal 2012. This agreement does not reduce our \$50.0 million commitment, and we expect to re-start our annual \$2.0 million payment in fiscal 2013.

Animal Care

More than a decade ago, Smithfield developed and implemented a comprehensive, systematic animal care management program to monitor and measure the well-being of pigs on company-owned and contract farms. Developed in consultation with two of the world's foremost experts in animal behavior and handling, this system continues to guide our operations today. Our animal care management program guides the proper and humane care of our animals at every stage of their lives, from gestation to transport to processing plant. All farm employees and contract hog producers must employ the methods and techniques of the management system and take steps to verify their compliance. Adherence to proper animal welfare management is a condition of our agreements with contract producers.

Our Animal Care Policy underscores the company's commitments to providing the following:

- shelter that is designed, maintained, and operated to meet the animals' needs;
- access to adequate water and high-quality feed to meet nutritional requirements;
- humane treatment of animals that enhances their well-being and complies with all applicable laws and regulations;
- identification and appropriate treatment of animals in need of health care; and
- use of humane methods to euthanize sick or injured animals not responding to care and treatment.

Several years ago, we volunteered to provide input and recommendations to help the National Pork Board enhance its animal care management program for all pork producers. That program, which includes many of the tenets of our own guidelines, became the National Pork Board's Pork Quality Assurance Plus (PQA Plus®) program. A pork producer becomes PQA Plus certified only after staff attend training sessions on good production practices (which includes topics such as responsible animal handling, disease prevention, biosecurity, responsible antibiotic use, and appropriate feeding). Farms entered into the program undergo on-farm site assessments and are subject to random third-party audits. We obtained certification of all company-owned and contract farms under the PQA Plus program by the end of calendar year 2009.

Smithfield was also one of the founding adopters of the National Pork Board's “We Care” program, which demonstrates that pork producers are accountable to established ethical principles and animal well-being practices.

At all of our slaughter facilities, we also use a systematic approach that includes the following:

- an animal welfare and humane handling manual;
- a comprehensive training program; and
- an auditing system with internal verification and third-party audits.

Our plants all have developed quality programs following the standards set in the U.S. Department of Agriculture's Process Verified Program (PVP), as described elsewhere in this report. Our PVP programs monitor aspects of traceability, country of origin, PQA Plus® adherence on farms, and Transport Quality Assurance status of drivers.

In January 2007 (fiscal 2007), we announced a voluntary, ten-year program to phase out individual gestation stalls at our company-owned sow farms and replace the gestation stalls with group pens. We currently estimate the total cost of our transition to group pens to be approximately \$300.0 million. This program represents a significant financial commitment and reflects our desire to be more animal friendly, as well as to address the concerns and needs of our customers. As of the end of calendar year 2011, we completed conversions to group housing for over 30% of our sows on company-owned farms. We will continue the conversion as planned with the objective of completing conversions for all sows on company-owned farms by the end of 2017.

EMPLOYEES

The following table shows the approximate number of our employees and the approximate number of employees covered by collective bargaining agreements or that are members of labor unions in each segment, as of April 29, 2012:

Segment	Employees	Employees Covered by Collective Bargaining Agreements ⁽¹⁾
Pork	30,900	17,900
International	10,000	2,650
Hog Production	5,000	—
Corporate	150	—
Totals	46,050	20,550

⁽¹⁾ Includes employees that are members of labor unions.

Approximately 8,780 are covered by collective bargaining agreements that expire in fiscal 2013. Collective bargaining agreements covering other employees expire over periods throughout the next several years. We believe that our relationship with our employees is satisfactory.

FINANCIAL INFORMATION ABOUT GEOGRAPHIC AREAS

See Note 17 in "Item 8. Financial Statements and Supplementary Data" for financial information about geographic areas. See "Item 1A. Risk Factors" for a discussion of the risks associated with our international sales and operations.

AVAILABLE INFORMATION

Our website address is www.smithfieldfoods.com. The information on our website is not part of this annual report. Our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and any amendments to those reports are available free of charge through our website as soon as reasonably practicable after filing or furnishing the material to the SEC. You may read and copy documents we file at the SEC's Public Reference Room at 100 F Street, N.E., Washington D.C. 20549. Please call the SEC at 1-800-SEC-0330 for information on the public reference room. The SEC maintains a website that contains annual, quarterly and current reports, proxy statements and other information that issuers (including us) file electronically with the SEC. The SEC's website is www.sec.gov.

ITEM 1A. RISK FACTORS

The following risk factors should be read carefully in connection with evaluating our business and the forward-looking information contained in this Annual Report on Form 10-K. The risk factors below represent what we believe are the known material risk factors with respect to us and our business. Any of the following risks could materially adversely affect our business, operations, industry, financial position or future financial results.

Our results of operations are cyclical and could be adversely affected by fluctuations in the commodity prices for hogs and grains.

We are largely dependent on the cost and supply of hogs and feed ingredients and the selling price of our products and competing protein products, all of which are determined by constantly changing and volatile market forces of supply and demand as well as other factors over which we have little or no control. These other factors include:

- competing demand for corn for use in the manufacture of ethanol or other alternative fuels,
- environmental and conservation regulations,
- import and export restrictions such as trade barriers resulting from, among other things, health concerns,
- economic conditions,
- weather, including weather impacts on our water supply and the impact on the availability and pricing of grains,
- energy prices, including the effect of changes in energy prices on our transportation costs and the cost of feed, and
- crop and livestock diseases.

We cannot assure you that all or part of any increased costs experienced by us from time to time can be passed along to consumers of our products, in a timely manner or at all.

Hog prices demonstrate a cyclical nature over periods of years, reflecting the supply of hogs on the market. These fluctuations can be significant as shown in recent years with average domestic live hog prices going from \$44 per hundredweight in fiscal 2010 to \$65 per hundredweight in fiscal 2012. Further, hog raising costs are largely dependent on the fluctuations of commodity prices for corn and other feed ingredients. For example, our fiscal 2012 results of operations were negatively impacted by higher feed and feed ingredient costs which increased hog raising costs to \$64 per hundredweight in fiscal 2012 from \$54 per hundred weight in the prior year, or 18%. When hog prices are lower than our hog production costs which occurred in both fiscal 2009 and 2010, our non-vertically integrated competitors may have a cost advantage.

Additionally, commodity pork prices demonstrate a cyclical nature over periods of years, reflecting changes in the supply of fresh pork and competing proteins on the market, especially beef and chicken.

We attempt to manage certain of these risks through the use of our risk management and hedging programs. However, these programs may also limit our ability to participate in gains from favorable commodity fluctuations. For example, we ensured availability of grain supplies in the summer of 2008 through the end of fiscal 2009 by locking in corn at approximately \$6 per bushel through this period. As a result, our feed costs remained at these high levels through the end of fiscal 2009 despite the decrease in the price of corn on the commodities markets during such period. The high cost of feed, in particular corn, and the impact of these hedges were principal factors in making the Hog Production segment unprofitable during fiscal 2009 and fiscal 2010. Additionally, a portion of our commodity derivative contracts are marked-to-market such that the related unrealized gains and losses are reported in earnings on a quarterly basis. This accounting treatment may cause significant volatility in our quarterly earnings. See “Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Derivative Financial Instruments” for further information.

Outbreaks of disease among or attributed to livestock can significantly affect production, the supply of raw materials, demand for our products and our business.

We take precautions to ensure that our livestock are healthy and that our processing plants and other facilities operate in a sanitary manner. Nevertheless, we are subject to risks relating to our ability to maintain animal health and control diseases. Livestock health problems could adversely impact production, the supply of raw materials and consumer confidence in all of our operating segments.

From time to time, we have experienced outbreaks of certain livestock diseases and we may experience additional occurrences of disease in the future. Disease can reduce the number of offspring produced, hamper the growth of livestock to finished size, result in expensive vaccination programs and require in some cases the destruction of infected livestock, all of which could adversely affect our production or ability to sell or export our products. Adverse publicity concerning any disease or health concern could also cause customers to lose confidence in the safety and quality of our food products, particularly as we expand our branded pork products. In addition to risks associated with maintaining the health of our livestock, any outbreak of disease elsewhere in the U.S. or in other countries could reduce consumer confidence in the meat products affected by the particular disease, generate adverse publicity, depress market conditions for our hogs internationally and/or domestically and result in the imposition of import or export restrictions.

Outbreaks of disease among or attributed to livestock also may have indirect consequences that adversely affect our business. For example, past outbreaks of avian influenza in various parts of the world reduced the global demand for poultry and thus created a temporary surplus of poultry both domestically and internationally. This poultry surplus placed downward pressure on poultry prices which in turn reduced meat prices including pork both in the U.S. and internationally.

Any perceived or real health risks related to our products or the food industry generally or increased regulation could adversely affect our ability to sell our products.

We are subject to risks affecting the food industry generally, including risks posed by the following:

- food spoilage or food contamination,
- evolving consumer preferences and nutritional and health-related concerns,
- consumer product liability claims,
- product tampering,
- the possible unavailability and expense of product liability insurance, and
- the potential cost and disruption of a product recall.

Adverse publicity concerning any perceived or real health risk associated with our products could also cause customers to lose confidence in the safety and quality of our food products, which could adversely affect our ability to sell our products, particularly as we expand our branded products business. We could also be adversely affected by perceived or real health risks associated with similar products produced by others to the extent such risks cause customers to lose confidence in the safety and quality of such products generally and, therefore, lead customers to opt for other meat options that are perceived as safe. The A(H1N1) influenza outbreak that occurred in late fiscal 2009 and early fiscal 2010 illustrates the adverse impact that can result from perceived health risks associated with the products we sell. Although the CDC and other regulatory and scientific bodies indicated that people cannot get A(H1N1) influenza from eating cooked pork or pork products, the perception of some consumers that the disease could be transmitted in that manner was the apparent cause of the temporary decline in pork consumption in late fiscal 2009 and early fiscal 2010.

Our products are susceptible to contamination by disease producing organisms or pathogens, such as *Listeria monocytogenes*, *Salmonella*, *Campylobacter* and generic *E. coli*. Because these organisms and pathogens are generally found in the environment, there is a risk that one or more, as a result of food processing, could be present in our products. We have systems in place designed to monitor food safety risks throughout all stages of our vertically integrated process. However, we cannot assure you that such systems, even when working effectively, will eliminate the risks related to food safety. These organisms and pathogens can also be introduced to our products as a result of improper handling at the further processing, foodservice or consumer level. In addition to the risks caused by our processing operations and the subsequent handling of the products, we may encounter the same risks if any third party tampers with our products. We could be required to recall certain of our products in the event of contamination or adverse test results. Any product contamination also could subject us to product liability claims, adverse publicity and government scrutiny, investigation or intervention, resulting in increased costs and decreased sales as customers lose confidence in the safety and quality of our food products. Any of these events could have an adverse impact on our operations and financial results.

Our manufacturing facilities and products, including the processing, packaging, storage, distribution, advertising and labeling of our products, are subject to extensive federal, state and foreign laws and regulations in the food safety area, including constant government inspections and governmental food processing controls. Loss of or failure to obtain necessary permits and registrations could delay or prevent us from meeting current product demand, introducing new products, building new facilities or acquiring new businesses and could adversely affect operating results. If we are found to be out of compliance with applicable laws and regulations, particularly if it relates to or compromises food safety, we could be subject to civil remedies, including fines, injunctions, recalls or asset seizures, as well as potential criminal sanctions, any of which could have an adverse effect on our financial results. In addition, future material changes in food safety regulations could result in increased operating costs or could be required to be implemented on schedules that cannot be met without interruptions in our operations.

Environmental regulation and related litigation and commitments could have a material adverse effect on us.

Our past and present business operations and properties are subject to extensive and increasingly stringent federal, state, local and foreign laws and regulations pertaining to protection of the environment, including among others:

- the treatment and discharge of materials into the environment,
- the handling and disposition of manure and solid wastes and
- the emission of greenhouse gases.

Failure to comply with these laws and regulations or any future changes to them may result in significant consequences to us, including administrative, civil and criminal penalties, liability for damages and negative publicity. Some requirements applicable to us may also be enforced by citizen groups or other third parties. Natural disasters, such as flooding and hurricanes, can cause the discharge of effluents or other waste into the environment, potentially resulting in our being subject to further liability claims and governmental regulation as has occurred in the past. See “Item 1. Business—Regulation” for further discussion of regulatory compliance as it relates to environmental risk. We have incurred, and will continue to incur, significant capital and operating expenditures to comply with these laws and regulations.

We also face the risk of lawsuits based on the law of nuisance even if we are operating in compliance with applicable regulations. Before we acquired PSF and subsequent to our acquisition of PSF, certain nuisance suits in Missouri resulted in jury verdicts against PSF. Currently, we are defending a number of additional nuisance suits with respect to farms in Missouri. See “Item 3. Legal Proceedings—Missouri litigation.” Although we have made substantial progress toward consummation of a global settlement that would resolve the vast majority of the nuisance litigation, we cannot assure you that the settlement will be consummated, that additional nuisance claims will not arise in the future or that the accruals for this litigation will not have to be substantially increased in the event the settlement is not consummated and our continuing defense of these claims is not successful.

In addition, new environmental issues could arise that would cause currently unanticipated investigations, assessments or expenditures.

Governmental authorities may take further action restricting our ability to produce and/or sell livestock or adopt new regulations impacting our production or processing operations, which could adversely affect our business.

A number of states, including Iowa and Missouri, have adopted legislation that prohibits or restricts the ability of meat packers, or in some cases corporations generally, from owning livestock or engaging in farming. In addition, Congress has in the past considered federal legislation that would ban meat packers from owning livestock. We cannot assure you that such or similar legislation affecting our operations will not be adopted at the federal or state levels in the future. Such legislation, if adopted and applicable to our current operations and not successfully challenged or settled, could have a material adverse impact on our operations and our financial statements.

In fiscal 2008, the State of North Carolina enacted a permanent moratorium on the construction of new hog farms using the lagoon and sprayfield system. The moratorium limits us from expanding our North Carolina production operations. This permanent moratorium replaced a 10-year moratorium on the construction of hog farms with more than 250 hogs or the expansion of existing large farms. This moratorium may over time lead to increased competition for contract growers.

Our level of indebtedness and the terms of our indebtedness could adversely affect our business and liquidity position.

As of April 29, 2012, we had:

- approximately \$2.0 billion of indebtedness;
- guarantees of up to \$87.0 million for the financial obligations of certain unconsolidated joint ventures and hog farmers;
- guarantees of \$11.3 million for leases that were transferred to JBS in connection with the sale of Smithfield Beef; and
- aggregate unused capacity available totaling approximately \$1.1 billion under (1) our inventory based revolving credit facility up to \$925 million, with an option to expand up to \$1.2 billion (the Inventory Revolver), (2) our accounts receivable securitization facility up to \$275 million (the Securitization Facility) and (3) our other credit facilities, such total taking into account outstanding borrowings of \$64.9 million and \$96.1 million of outstanding letters of credit under the Securitization Facility.

Because the borrowing capacity under the Inventory Revolver and Securitization Facility depend, in part, on inventory and accounts receivable levels, respectively, that fluctuate from time to time, such amounts may not reflect actual borrowing capacity.

Our indebtedness may increase from time to time for various reasons, including fluctuations in operating results, working capital needs, capital expenditures and potential acquisitions or joint ventures. In addition, due to the volatile nature of the commodities markets, we may have to borrow significant amounts to cover any margin calls under our risk management and hedging programs. During fiscal 2012, margin deposits posted by us ranged from \$(32.9) million to \$115.0 million (negative amounts representing margin deposits we have received from our brokers). Our consolidated indebtedness level could significantly affect our business because:

- it may, together with the financial and other restrictive covenants in the agreements governing our indebtedness, limit or impair our ability in the future to obtain financing, refinance any of our indebtedness, sell assets or raise equity on commercially reasonable terms or at all, which could cause us to default on our obligations and materially impair our liquidity,
- a downgrade in our credit rating could restrict or impede our ability to access capital markets at attractive rates and increase the cost of future borrowings,
- it may reduce our flexibility to respond to changing business and economic conditions or to take advantage of business opportunities that may arise,
- a portion of our cash flow from operations must be dedicated to interest payments on our indebtedness and is not available for other purposes, which amount would increase if prevailing interest rates rise,
- substantially all of our assets in the United States secure the Inventory Revolver, the Securitization Facility, our \$200.0 million term loan due June 9, 2016 (the Rabobank Term Loan) and our outstanding senior secured notes, all of which could limit our ability to dispose of such assets or utilize the proceeds of such dispositions and, upon an event of default under any such secured indebtedness, the lenders thereunder could foreclose upon our pledged assets, and
- it could make us more vulnerable to downturns in general economic or industry conditions or in our business.

Further, our debt agreements restrict the payment of dividends to shareholders and, under certain circumstances, may limit additional borrowings, investments, the acquisition or disposition of assets, mergers and consolidations, transactions with affiliates, the creation of liens and the repayment of certain debt.

Should market conditions deteriorate, or our operating results be depressed in the future, we may have to request amendments to our covenants and restrictions. There can be no assurance that we will be able to obtain such relief should it be needed in the future. A breach of any of these covenants or restrictions could result in a default that would permit our senior lenders, including lenders under the Inventory Revolver, the Securitization Facility, the Rabobank Term Loan, the holders of our senior secured notes or the holders of our senior unsecured notes, as the case may be, to declare all amounts outstanding under the Inventory Revolver, the Securitization Facility, the Rabobank Term Loan, the senior secured notes or the senior unsecured notes to be due and payable, together with accrued and unpaid interest, and the commitments of the relevant lenders to make further extensions of credit under the Inventory Revolver and the Securitization Facility could be terminated. If we were unable to repay our secured indebtedness to our lenders, these lenders could proceed against the collateral securing that indebtedness, which could include substantially all of our assets. Our future ability to comply with financial covenants and other conditions, make scheduled payments of principal and interest, or refinance existing borrowings depends on future business performance that is subject to economic, financial, competitive and other factors, including the other risks set forth in this Item 1A.

We may not be successful in implementing and executing on our hog production cost savings initiative.

In fiscal 2010, we announced a plan to improve the cost structure and profitability of our domestic hog production operations. The Cost Savings Initiative includes a number of undertakings designed to improve operating efficiencies and productivity. These consist of farm reconfigurations and conversions, and termination of certain high cost, third party hog grower contracts and breeding stock sourcing contracts, as well as a number of other cost reduction activities. We can provide no assurance, however, that the Cost Savings Initiative will result in the expected profitability improvement in our Hog Production segment.

Our operations are subject to the risks associated with acquisitions and investments in joint ventures.

From time to time we review opportunities for strategic growth through acquisitions. We have also pursued and may in the future pursue strategic growth through investment in joint ventures. These acquisitions and investments may involve large transactions or realignment of existing investments. These transactions present financial, managerial and operational challenges, including:

- diversion of management attention from other business concerns,
- difficulty with integrating businesses, operations, personnel and financial and other systems,
- lack of experience in operating in the geographical market of the acquired business,
- increased levels of debt potentially leading to associated reduction in ratings of our debt securities and adverse impact on our various financial ratios,
- the requirement that we periodically review the value at which we carry our investments in joint ventures, and, in the event we determine that the value at which we carry a joint venture investment has been impaired, the requirement to record a non-cash impairment charge, which charge could substantially affect our reported earnings in the period of such charge, would negatively impact our financial ratios and could limit our ability to obtain financing in the future,
- potential loss of key employees and customers of the acquired business,
- assumption of and exposure to unknown or contingent liabilities of acquired businesses,
- potential disputes with the sellers, and
- for our investments, potential lack of common business goals and strategies with, and cooperation of, our joint venture partners.

In addition, acquisitions outside the U.S. may present unique difficulties and increase our exposure to those risks associated with international operations.

We could experience financial or other setbacks if any of the businesses that we have acquired or may acquire in the future have problems of which we are not aware or liabilities that exceed expectations.

Our numerous equity investments in joint ventures, partnerships and other entities, both within and outside the U.S., are periodically involved in modifying and amending their credit facilities and loan agreements. The ability of these entities to refinance or amend their facilities on a successful and satisfactory basis, and to comply with the covenants in their financing facilities, affects our assessment of the carrying value of any individual investment. As of April 29, 2012, none of our equity investments represented more than 6% of our total consolidated assets. If we determine in the future that an investment is impaired, we would be required to record a non-cash impairment charge, which could substantially affect our reported earnings in the period of such charge. In addition, any such impairment charge would negatively impact our financial ratios and could limit our ability to obtain financing in the future. See “Item 8. Notes to Consolidated Financial Statements—Note 6: Investments” for a discussion of the accounting treatment of our equity investments.

We are subject to risks associated with our international sales and operations.

Sales to international customers accounted for approximately 24% of our net sales in fiscal 2012. We conduct foreign operations in Poland, Romania and the United Kingdom and export our products to more than 40 countries. In addition, we are engaged in joint ventures in Mexico and have a significant investment in Western Europe. As of April 29, 2012, approximately 28% of our long-lived assets were associated with our foreign operations. Because of the growing market share of U.S. pork products in the international markets, U.S. exporters are increasingly being affected by measures taken by importing countries to protect local producers.

Our international sales, operations and investments are subject to various risks related to economic or political uncertainties including among others:

- general economic and political conditions,
- imposition of tariffs, quotas, trade barriers and other trade protection measures imposed by foreign countries,
- the closing of borders by foreign countries to the import of our products due to animal disease or other perceived health or safety issues,
- difficulties and costs associated with complying with, and enforcing remedies under, a wide variety of complex domestic and international laws, treaties and regulations,
- different regulatory structures and unexpected changes in regulatory environments,
- tax rates that may exceed those in the United States and earnings that may be subject to withholding requirements and incremental taxes upon repatriation,
- potentially negative consequences from changes in tax laws, and
- distribution costs, disruptions in shipping or reduced availability of freight transportation.

Furthermore, our foreign operations are subject to the risks described above as well as additional risks and uncertainties including among others:

- fluctuations in currency values, which have affected, among other things, the costs of our investments in foreign operations,
- translation of foreign currencies into U.S. dollars, and
- foreign currency exchange controls.

Negative consequences relating to these risks and uncertainties could jeopardize or limit our ability to transact business in one or more of those markets where we operate or in other developing markets and could adversely affect our financial results.

Our operations are subject to the general risks of litigation.

We are involved on an ongoing basis in litigation arising in the ordinary course of business or otherwise. Trends in litigation may include class actions involving consumers, shareholders, employees or injured persons, and claims related to commercial, labor, employment, antitrust, securities or environmental matters. Moreover, the process of litigating cases, even if we are successful, may be costly, and may approximate the cost of damages sought. These actions could also expose us to adverse publicity, which might adversely affect our brands, reputation and/or customer preference for our products. Litigation trends and expenses and the outcome of litigation cannot be predicted with certainty and adverse litigation trends, expenses and outcomes could adversely affect our financial results.

We depend on availability of, and satisfactory relations with, our employees.

As of April 29, 2012, we had approximately 46,050 employees, 20,550 of whom are covered by collective bargaining agreements or are members of labor unions. Our operations depend on the availability, retention and relative costs of labor and maintaining satisfactory relations with employees and the labor unions. Further, employee shortages can and do occur, particularly in rural areas where some of our operations are located. Labor relations issues arise from time to time, including issues in connection with union efforts to represent employees at our plants and with the negotiation of new collective bargaining agreements. If we fail to maintain satisfactory relations with our employees or with the labor unions, we may experience labor strikes, work stoppages or other labor disputes. Negotiation of collective bargaining agreements also could result in higher ongoing labor costs. In addition, the discovery by us or governmental authorities of undocumented workers, as has occurred in the past, could result in our having to attempt to replace those workers, which could be disruptive to our operations or may be difficult to do.

Immigration reform continues to attract significant attention in the public arena and the U.S. Congress. If new immigration legislation is enacted, such laws may contain provisions that could increase our costs in recruiting, training and retaining employees. Also, although our hiring practices comply with the requirements of federal law in reviewing employees' citizenship or authority to work in the U.S., increased enforcement efforts with respect to existing immigration laws by governmental authorities may disrupt a portion of our workforce or our operations at one or more of our facilities, thereby negatively impacting our business.

We cannot assure you that these activities or consequences will not adversely affect our financial results in the future.

The continued consolidation of customers could negatively impact our business.

Our ten largest customers represented approximately 29% of net sales for fiscal 2012. We do not have long-term sales agreements (other than to certain third-party hog customers) or other contractual assurances as to future sales to these major customers. In addition, continued consolidation within the retail industry, including among supermarkets, warehouse clubs and food distributors, has resulted in an increasingly concentrated retail base and increased our credit exposure to certain customers. Our business could be materially adversely affected and suffer significant set backs in sales and operating income from the loss of some of our larger customers or if our larger customers' plans, markets, and/or financial condition should change significantly.

An impairment in the carrying value of goodwill could negatively impact our consolidated results of operations and net worth.

Goodwill is recorded at fair value and is not amortized, but is reviewed for impairment at least annually or more frequently if impairment indicators arise. In evaluating the potential for impairment of goodwill, we make assumptions regarding future operating performance, business trends, and market and economic conditions. Such analyses further require us to make judgmental assumptions about sales, operating margins, growth rates, and discount rates. There are inherent uncertainties related to these factors and to management's judgment in applying these factors to the assessment of goodwill recoverability. Goodwill reviews are prepared using estimates of the fair value of reporting units based on market multiples of EBITDA (earnings before interest, taxes, depreciation and amortization) and/or on the estimated present value of future discounted cash flows. We could be required to evaluate the recoverability of goodwill prior to the annual assessment if we experience disruptions to the business, unexpected significant declines in operating results, divestiture of a significant component of our business or market capitalization declines. For example, at the end of the third quarter of fiscal 2009, we performed an interim test of the carrying amount of goodwill related to our U.S. hog production operations. We undertook this test due to the significant losses incurred in our hog production operations and decline in the market price of our common stock at that time. We determined that the fair value of our U.S. hog production reporting unit exceeded its carrying value by more than 20%. Therefore goodwill was not impaired. However, these types of events and the resulting analyses could result in non-cash goodwill impairment charges in the future.

Impairment charges could substantially affect our reported earnings in the periods of such charges. In addition, impairment charges would negatively impact our financial ratios and could limit our ability to obtain financing in the future. As of April 29, 2012, we had \$768.2 million of goodwill, which represented approximately 10% of total assets.

Deterioration of economic conditions could negatively impact our business.

Our business may be adversely affected by changes in national or global economic conditions, including inflation, interest rates, availability of and access to capital markets, consumer spending rates, energy availability and costs (including fuel surcharges) and the effects of governmental initiatives to manage economic conditions. Any such changes could adversely affect the demand for our products or the cost and availability of our needed raw materials, cooking ingredients and packaging materials, thereby negatively affecting our financial results.

Disruptions and instability in credit and other financial markets and deterioration of national and global economic conditions, could, among other things:

- make it more difficult or costly for us to obtain financing for our operations or investments or to refinance our debt in the future;
- cause our lenders to depart from prior credit industry practice and make more difficult or expensive the granting of any technical or other waivers under our credit agreements to the extent we may seek them in the future;
- impair the financial condition of some of our customers, suppliers or counterparties to our derivative instruments, thereby increasing customer bad debts, non-performance by suppliers or counterparty failures negatively impacting our treasury operations;
- negatively impact global demand for protein products, which could result in a reduction of sales, operating income and cash flows;
- decrease the value of our investments in equity and debt securities, including our company-owned life insurance and pension plan assets, which could result in higher pension cost and statutorily mandated funding requirements; and
- impair the financial viability of our insurers.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None

ITEM 2. PROPERTIES

The following table lists our material plants and other physical properties. Based on a five day week, our weekly domestic pork slaughter capacity was 549,000 head, and our domestic packaged meats capacity was 63.7 million pounds, as of April 29, 2012. During fiscal 2012, the average weekly capacity utilization for pork slaughter and packaged meats was 97% and 82%, respectively. We believe these properties are adequate and suitable for our needs.

Location ⁽¹⁾	Segment	Operation
Smithfield Packing Plant Bladen County, North Carolina	Pork	Slaughtering and cutting hogs
Smithfield Packing Plant Smithfield, Virginia	Pork	Slaughtering and cutting hogs; fresh and packaged pork products
Smithfield Packing Plant Kinston, North Carolina	Pork	Production of boneless cooked hams, deli hams and sliced deli products
Smithfield Packing Plant Clinton, North Carolina	Pork	Slaughtering and cutting hogs; fresh and packaged pork products
Smithfield Packing Plant ⁽²⁾ Landover, Maryland	Pork	Production of smoked hams
Smithfield Packing Plant Wilson, North Carolina	Pork	Production of bacon
Smithfield Packing Plant Portsmouth, Virginia	Pork	Production of hot dogs and luncheon meats
John Morrell Plant Sioux Falls, South Dakota	Pork	Slaughtering and cutting hogs; fresh and packaged pork products
John Morrell Plant Springdale, OH	Pork	Production of hot dogs and luncheon meats
Curly's Foods, Inc. Plant (operated by John Morrell) Sioux City, Iowa	Pork	Production of raw and cooked ribs and other BBQ items
Armour-Eckrich Meats (operated by John Morrell) St. Charles, Illinois	Pork	Production of bulk and sliced dry sausages
Armour-Eckrich Meats (operated by John Morrell) Omaha, Nebraska	Pork	Production of bulk and sliced dry sausages
Armour-Eckrich Meats (operated by John Morrell) Peru, Indiana	Pork	Production of pre-cooked bacon
Armour-Eckrich Meats (operated by John Morrell) Junction City, Kansas	Pork	Production of smoked sausage

Location ⁽¹⁾	Segment	Operation
Armour-Eckrich Meats (operated by John Morrell) Mason City, Iowa	Pork	Production of boneless bulk and sliced ham products
Armour-Eckrich Meats (operated by John Morrell) St. James, Minnesota	Pork	Production of sliced luncheon meats
Farmland Plant Crete, Nebraska	Pork	Slaughtering and cutting hogs; fresh and packaged pork products
Farmland Plant Monmouth, Illinois	Pork	Slaughtering and cutting hogs; fresh and packaged pork products
Farmland Plant Denison, Iowa	Pork	Slaughtering and cutting hogs; fresh and packaged pork products
Farmland Plant Milan, Missouri	Pork	Slaughtering and cutting hogs; fresh pork
Farmland Plant Wichita, Kansas	Pork	Production of hot dogs and luncheon meats
Cook's Hams Plant (operated by Farmland Foods) Lincoln, Nebraska	Pork	Production of smoked hams and other smoked meats
Cook's Hams Plant (operated by Smithfield Packing) Grayson, Kentucky	Pork	Production of spiral hams and smoked ham products
Cook's Hams Plant (operated by Farmland Foods) Martin City, Missouri	Pork	Production of spiral hams
Patrick Cudahy Plant (operated by John Morrell) Cudahy, Wisconsin	Pork	Production of bacon, dry sausage and refinery products
Animex Plant Szczecin, Poland	International	Slaughtering and deboning hogs; production of packaged and other pork products
Animex Plant Ilawa, Poland	International	Production of fresh meat and packaged products
Animex Plant Starachowice, Poland	International	Slaughtering and deboning hogs; production of packaged and other pork products
Animex Plant Elk, Poland	International	Slaughtering and deboning hogs; production of packaged and other pork products
Animex Plant Morliny, Poland	International	Production of packaged and other pork and beef products

Location ⁽¹⁾	Segment	Operation
Smithfield Prod Plants Timisoara, Romania	International	Deboning, slaughtering and rendering hogs
Corporate Headquarters Smithfield, Virginia	Corporate	Management and administrative support services for other segments

⁽¹⁾ Substantially all of our Pork segment facilities are pledged as collateral under our credit facilities.

⁽²⁾ Facility is leased.

The Hog Production segment owns and leases numerous hog production and grain storage facilities, as well as feedmills, mainly in North Carolina, Utah, Missouri and Virginia, with additional facilities in Oklahoma, Colorado, Texas, Iowa, Illinois, South Carolina and Pennsylvania. A substantial number of these owned facilities are pledged under our credit facilities.

Also, the International segment owns and leases numerous hog production and grain storage facilities, as well as feedmills, in Poland and Romania.

ITEM 3. LEGAL PROCEEDINGS

We and certain of our subsidiaries are parties to the environmental litigation matters discussed in “Item 1. Business—Regulation” above. Apart from those matters and the matters listed below, we and our affiliates are parties to various lawsuits arising in the ordinary course of business. In the opinion of management, any ultimate liability with respect to the ordinary course matters will not have a material adverse effect on our financial position or results of operations.

MISSOURI LITIGATION

PSF is a wholly-owned subsidiary that we acquired on May 7, 2007 when a wholly-owned subsidiary of ours merged with and into PSF. As a result of our acquisition of PSF and through other separate acquisitions by Continental Grain Company (CGC) of our common stock, CGC beneficially owned approximately 7.9% of our common stock as of June 15, 2010 (based on a Schedule 13D/A filed by CGC on June 16, 2010). Pursuant to a pre-existing arrangement, PSF is obligated to indemnify CGC for certain liabilities, if any, resulting from the Missouri litigation.

In 2002, lawsuits based on the law of nuisance were filed against PSF and CGC in the Circuit Court of Jackson County, Missouri entitled *Steven Adwell, et al. v. PSF, et al.* and *Michael Adwell, et al. v. PSF, et al.* In November 2006, a jury trial involving six plaintiffs in the *Adwell* cases resulted in a jury verdict of compensatory damages for those six plaintiffs in the amount of \$750,000 each for a total of \$4.5 million. The jury also found that CGC and PSF were liable for punitive damages; however, the parties agreed to settle the plaintiffs' claims for the amount of the compensatory damages, and the plaintiffs waived punitive damages.

On March 1, 2007, the court severed the claims of the remaining *Adwell* plaintiffs into separate actions and ordered that they be consolidated for trial by household. In the second *Adwell* trial, a jury trial involving three plaintiffs resulted in a jury verdict in December 2007 in favor of PSF and CGC as to all claims. On July 8, 2008, the court reconsolidated the claims of the remaining 49 *Adwell* plaintiffs for trial by farm.

On March 4, 2010, a jury trial involving 15 plaintiffs who live near Homan farm resulted in a jury verdict of compensatory damages for those plaintiffs for a total of \$11,050,000. Thirteen of the Homan farm plaintiffs received damages in the amount of \$825,000 each. One of the plaintiffs received damages in the amount of \$250,000, while another plaintiff received \$75,000. PSF appealed the jury verdict but was unsuccessful.

The next *Adwell* trial, which will resolve the claims of up to 28 plaintiffs who live near Scott Colby farm, has been scheduled to commence on February 4, 2013, and discovery is ongoing.

In May 2004, the same attorneys representing the *Adwell* plaintiffs filed two additional nuisance lawsuits in the Circuit Court of Jackson County, Missouri entitled *Fred Torrey, et al. v. PSF, et al.* and *Doyle Bounds, et al. v. PSF, et al.* There are seven plaintiffs in both suits combined, each of whom claims to live near swine farms owned or under contract with PSF. Plaintiffs allege that these farms interfered with the plaintiffs' use and enjoyment of their respective properties. Plaintiffs in the *Torrey* suit also allege trespass.

In May 2004, an additional nuisance suit was filed in the Circuit Court of Daviess County, Missouri entitled *Steve Hanes, et al. v. PSF, et al.* Plaintiffs asserted personal injury and property damage claims and sought recovery of an unspecified amount of compensatory and punitive damages, costs and attorneys' fees, as well as injunctive relief. On March 7, 2012, the *Steve Hanes* case was dismissed by the court for lack of prosecution. The dismissal was without prejudice, so the case may be re-filed.

Also in May 2004, the same lead lawyer who filed the *Adwell, Bounds* and *Torrey* lawsuits filed a putative class action lawsuit entitled *Daniel Herrold, et al. and Others Similarly Situated v. ContiGroup Companies, Inc., PSF, and PSF Group Holdings, Inc.* in the Circuit Court of Jackson County, Missouri. This action originally sought to create a class of plaintiffs living within ten miles of PSF's farms in northern Missouri, including contract grower farms, who were alleged to have suffered interference with their right to use and enjoy their respective properties. On January 22, 2007, plaintiffs in the *Herrold* case filed a Second Amended Petition in which they abandoned all class action allegations and efforts to certify the action as a class action and added an additional 193 named plaintiffs to join the seven prior class representatives to pursue a one count claim to recover monetary damages, both actual and punitive, for temporary nuisance. On June 28, 2007, the court entered an order granting defendants' motion to transfer venue to the northern Missouri counties in which the alleged injuries occurred. As a result of those rulings, the claims of all but seven of the plaintiffs have been transferred to the appropriate venues in northern Missouri.

Following the initial transfers, plaintiffs filed motions to transfer each of the cases back to Jackson County. Those motions were denied in all nine cases, but seven cases were transferred to neighboring counties pursuant to Missouri's venue rules. Following all transfers, *Herrold* cases were pending in Chariton, Clark, DeKalb, Harrison, Jackson, Linn, and Nodaway counties. Pursuant to notices of dismissal filed by plaintiffs on January 27, February 23 and April 10, 2009, all cases in Nodaway County have been dismissed. In Amended Petitions filed in Chariton, Linn and DeKalb counties, plaintiffs added claims of negligence and also claim that defendants are liable for the alleged negligence of several contract grower farms. Trial for one of the *Herrold* cases pending in Harrison County, *Engel, et al. v. PSF, et al.*, which involves the claims of four plaintiffs, has been scheduled to commence on October 9, 2012, and discovery is now proceeding in the *Engel* case as well as several other *Herrold* cases.

In February 2006, the same lawyer who represents the plaintiffs in *Hanes* filed a nuisance lawsuit entitled *Garold McDaniel, et al. v. PSF, et al.* in the Circuit Court of Daviess County, Missouri. In the Second Amended Petition, which was filed on February 2008, plaintiffs seek recovery of an unspecified amount of compensatory and punitive damages, costs and injunctive relief. Two of the four plaintiffs settled their claims; PSF purchased their property for \$285,000 in exchange for a full release. A third plaintiff is deceased, leaving a single plaintiff in the case. The remaining parties are conducting discovery, and no trial date has been set.

In May 2007, the same lead lawyer who filed the *Adwell, Bounds, Herrold* and *Torrey* lawsuits filed a nuisance lawsuit entitled *Jake Cooper, et al. v. Smithfield Foods, Inc., et al.* in the Circuit Court of Vernon County, Missouri. Murphy-Brown, LLC, Murphy Farms, LLC, Murphy Farms, Inc. and we have all been named as defendants. The other seven named defendants include Murphy Family Ventures, LLC, DM Farms of Rose Hill, LLC, and PSM Associates, LLC, which are entities affiliated with Wendell Murphy, a director of ours, and/or his family members. Initially there were 13 plaintiffs in the lawsuit, but the claims of two plaintiffs were voluntarily dismissed without prejudice. All remaining plaintiffs are current or former residents of Vernon and Barton Counties, Missouri, each of whom claims to live or have lived near swine farms presently or previously owned or managed by the defendants. Plaintiffs allege that odors from these farms interfered with the use and enjoyment of their respective properties. Plaintiffs seek recovery of an unspecified amount of compensatory and punitive damages, costs and attorneys' fees. Trial for the claims of the 11 plaintiffs remaining in the *Cooper* case has been scheduled to commence on May 1, 2013, and discovery is ongoing.

In July 2008, the same lawyers who filed the *Adwell, Bounds, Herrold, Torrey* and *Cooper* lawsuits filed a nuisance lawsuit entitled *John Arnold, et al. v. Smithfield Foods, Inc., et al.* in the Circuit Court of Daviess County, Missouri. The Company and two of our subsidiaries, PSF and KC2 Real Estate LLC were named as defendants. In August 2008, plaintiffs filed a second Petition adding one employee as a defendant. There were three plaintiffs in the lawsuit, who are residents of Daviess County and who claimed to live near swine farms owned or operated by defendants. Plaintiffs alleged that odors from these farms cause nuisances that interfere with the use and enjoyment of their properties. On April 20, 2009, plaintiffs voluntarily dismissed this case without prejudice. Plaintiffs refiled the case on April 20, 2010, adding CGC as a defendant. Defendants have filed responsive pleadings, including a motion to dismiss all claims against the employee-defendant.

During fiscal 2012 and continuing in the first quarter of fiscal 2013, we engaged in global settlement negotiations with counsel representing nearly all of the plaintiffs in the nuisance litigation and numerous carriers of commercial general liability and pollution liability policies. The parties to the litigation have made substantial progress toward consummation of a global settlement that would resolve the vast majority of the nuisance litigation, including all pending cases described above with the exception of the *McDaniel* case. However, there are significant contingencies that must be fulfilled before the settlement is consummated, and we cannot make any assurance that those contingencies will be satisfied. In addition, we have agreements with the insurance carriers under which we receive payments that we contribute to pay a portion of the settlement, most of which are contingent on the consummation of the global settlement. See “Item 8. Financial Statements and Supplementary Data—Note 16: Regulation and Contingencies” for a further discussion.

In the event that the global settlement is not consummated, we believe we have good defenses to all of the actions described above and intend to defend vigorously these suits.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

EXECUTIVE OFFICERS OF THE REGISTRANT

The following table shows the name and age, position and business experience during the past five years of each of our executive officers. The board of directors elects executive officers to hold office until the next annual meeting of the board of directors, until their successors are elected or until their resignation or removal.

Name and Age	Position	Business Experience During Past Five Years
C. Larry Pope (57)	President and Chief Executive Officer	Mr. Pope was elected President and Chief Executive Officer in June 2006, effective September 1, 2006. Mr. Pope served as President and Chief Operating Officer from October 2001 to September 2006.
Robert W. Manly, IV (59)	Executive Vice President and Chief Financial Officer	Mr. Manly was elected Executive Vice President in August 2006 and was named to the additional position of Chief Financial Officer, effective July 1, 2008. He also served as Interim Chief Financial Officer from January 2007 to June 2007. Prior to August 2006, he was President since October 1996 and Chief Operating Officer since June 2005 of PSF. Mr. Manly will also assume the role of President of Murphy-Brown in July 2012.
Joseph W. Luter, IV (47)	Executive Vice President	Mr. Luter was elected Executive Vice President in April 2008 concentrating on sales and marketing. He served as President of Smithfield Packing from November 2004 to April 2008. Mr. Luter is the son of Joseph W. Luter, III, Chairman of the Board of Directors.
Dhamu Thamodaran (57)	Executive Vice President and Chief Commodity Hedging Officer	Mr. Thamodaran was elected Executive Vice President and Chief Commodity Hedging Officer in July 2011. He was named Senior Vice President and Chief Commodity Hedging Officer in June 2008. Prior to these appointments, Mr. Thamodaran served as Vice President, Price Risk Management.
Dennis H. Treacy (57)	Executive Vice President, Corporate Affairs, and Chief Sustainability Officer	Mr. Treacy was elected Executive Vice President, Corporate Affairs, and Chief Sustainability Officer in October 2011. He was named Senior Vice President of Corporate Affairs and Chief Sustainability Officer in February 2010. Prior to these appointments, Mr. Treacy served as Vice President, Environmental and Corporate Affairs.
George H. Richter (67)	President and Chief Operating Officer, Pork Group	Mr. Richter was elected President and Chief Operating Officer, Pork Group in April 2008. Mr. Richter served as President of Farmland Foods from October 2003 to April 2008.
Michael E. Brown (53)	President of Farmland Foods	Mr. Brown was elected President of Farmland Foods in October 2010. He served as President of Armour-Eckrich and Executive Vice President of John Morrell Food Group from 2006 to October 2010.
Timothy O. Schellpeper (47)	President of Smithfield Packing	Mr. Schellpeper was elected President of Smithfield Packing in April 2008. He was Senior Vice President of Operations at Farmland Foods from August 2005 to April 2008.
Joseph B. Sebring (65)	President of John Morrell	Mr. Sebring has served as President of John Morrell since May 1994.
Jerry H. Godwin (65)	President of Murphy-Brown	Mr. Godwin has served as President of Murphy-Brown since April 2001. Mr. Godwin will retire from the Company in July 2012.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

MARKET INFORMATION

Our common stock trades on the New York Stock Exchange under the symbol "SFD". The following table shows the high and low sales price of our common stock for each quarter of fiscal 2012 and fiscal 2011.

	2012		2011	
	High	Low	High	Low
First quarter	\$ 23.85	\$ 18.81	\$ 19.17	\$ 13.34
Second quarter	23.95	17.79	17.34	14.04
Third quarter	25.12	21.75	21.25	15.93
Fourth quarter	24.23	20.04	24.93	19.69

HOLDERS

As of June 13, 2012 there were approximately 885 record holders of our common stock.

DIVIDENDS

We have never paid a cash dividend on our common stock. In addition, the terms of certain of our debt agreements limit the payment of any cash dividends on our common stock. We would only pay cash dividends from assets legally available for that purpose, and payment of cash dividends would depend on our financial condition, results of operations, current and anticipated capital requirements, restrictions under then existing debt instruments and other factors then deemed relevant by the board of directors.

PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Issuer Purchases of Equity Securities

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs ⁽¹⁾
January 30, 2012 to February 29, 2012	—	n/a	n/a	\$ 139,437,442
March 1, 2012 to March 29, 2012	1,733,527 ⁽²⁾	\$ 22.29	1,724,834	\$ 101,004,176
March 30, 2012 to April 29, 2012	1,936,327	\$ 20.81	1,936,327	\$ 60,702,809
Total	3,669,854	\$ 21.53	3,661,161	\$ 60,702,809

⁽¹⁾ On June 16, 2011, we announced that our board of directors had approved a share repurchase program authorizing the Company to buy up to \$150,000,000 of its common stock. In September 2011, our board of directors approved a \$100,000,000 increase to the authorized amount. This share repurchase program is set to expire on June 16, 2013. In June 2012 our board of directors approved a new share repurchase program to buy up to \$250 million of the Company's stock in addition to the previous authorizations. See Note 20 in "Item 8. Financial Statements and Supplementary Data" for additional information.

⁽²⁾ Purchases of 8,693 shares were made in open market transactions by Wells Fargo, as trustee, and these 8,693 shares are held in a rabbi trust for the benefit of participants in the Smithfield Foods, Inc. 2008 Incentive Compensation Plan director fee deferral program. The 2008 Incentive Compensation Plan was approved by our shareholders on August 27, 2008.

ITEM 6. SELECTED FINANCIAL DATA

The following table shows selected consolidated financial data and other operational data for the fiscal years indicated. The financial data was derived from our audited consolidated financial statements. You should read the information in conjunction with “Item 8. Financial Statements and Supplementary Data” and “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

	Fiscal Years				
	2012	2011	2010	2009	2008
(in millions, except per share data)					
Statement of Income Data:					
Sales	\$ 13,094.3	\$ 12,202.7	\$ 11,202.6	\$ 12,487.7	\$ 11,351.2
Cost of sales	11,544.9	10,488.6	10,472.5	11,863.1	10,202.8
Gross profit	1,549.4	1,714.1	730.1	624.6	1,148.4
Selling, general and administrative expenses	816.9	789.8	705.9	798.4	813.6
Gain on fire insurance recovery	—	(120.6)	—	—	—
Loss (income) from equity method investments	9.9	(50.1)	(38.6)	50.1	(62.0)
Operating profit (loss)	722.6	1,095.0	62.8	(223.9)	396.8
Interest expense	176.7	245.4	266.4	221.8	184.8
Other loss (income)	12.2	92.5	11.0	(63.5)	—
Income (loss) from continuing operations before income taxes	533.7	757.1	(214.6)	(382.2)	212.0
Income tax expense (benefit)	172.4	236.1	(113.2)	(131.3)	72.8
Income (loss) from continuing operations	361.3	521.0	(101.4)	(250.9)	139.2
Income (loss) from discontinued operations, net of tax	—	—	—	52.5	(10.3)
Net income (loss)	\$ 361.3	\$ 521.0	\$ (101.4)	\$ (198.4)	\$ 128.9
Net Income (Loss) Per Diluted Share:					
Continuing operations	\$ 2.21	\$ 3.12	\$ (.65)	\$ (1.78)	\$ 1.04
Discontinued operations	—	—	—	.37	(.08)
Net income (loss) per diluted common share	\$ 2.21	\$ 3.12	\$ (.65)	\$ (1.41)	\$.96
Weighted average diluted shares outstanding	163.5	167.2	157.1	141.1	134.2
Balance Sheet Data:					
Working capital	\$ 2,162.7	\$ 2,110.0	\$ 2,128.4	\$ 1,497.7	\$ 2,215.3
Total assets	7,422.2	7,611.8	7,708.9	7,200.2	8,867.9
Long-term debt and capital lease obligations	1,900.9	1,978.6	2,918.4	2,567.3	3,474.4
Shareholders’ equity	3,387.3	3,545.5	2,755.6	2,612.4	3,048.2
Other Consolidated Operational Data:					
Total hogs processed ⁽¹⁾	30.7	30.4	32.9	35.2	33.9
Packaged meats sales (pounds) ⁽¹⁾	3,119.4	3,159.7	3,238.0	3,450.6	3,363.4
Fresh pork sales (pounds) ⁽¹⁾	4,154.6	4,035.0	4,289.9	4,702.0	4,356.7
Total hogs sold ⁽²⁾	18.1	18.6	19.3	20.4	20.2

⁽¹⁾ Comprised of Pork segment and International segment.

⁽²⁾ Comprised of Hog Production segment and International segment and includes intercompany hog sales.

Notes to Selected Financial Data:

Fiscal 2012

- Includes our share of charges related to the CFG Consolidation Plan of \$38.7 million.
- Includes net charges of \$22.2 million related to the Missouri litigation.
- Includes losses of \$12.2 million on debt extinguishment.
- Includes accelerated depreciation charges associated with the idling of certain Missouri hog farm assets of \$8.2 million.
- Includes accelerated depreciation and other charges associated with the planned closure of our Portsmouth facility of \$4.7 million.
- Includes \$3.1 million of charges related to the Cost Savings Initiative.

Fiscal 2011

- Includes an involuntary conversion gain on fire insurance recovery of \$120.6 million.
- Includes losses of \$92.5 million on debt extinguishment.
- Includes \$28.0 million of charges related to the Cost Savings Initiative.
- Includes a net benefit of \$19.1 million related to the Missouri litigation.
- Includes net gains of \$18.7 million on the sale of hog farms.

Fiscal 2010

- Includes \$34.1 million of impairment charges related to certain hog farms.
- Includes restructuring and impairment charges totaling \$17.3 million related to the Restructuring Plan.
- Includes \$13.1 million of impairment and severance costs primarily related to the Sioux City plant closure.
- Includes \$11.0 million of charges for the write-off of amendment fees and costs associated with the U.S. Credit Facility and the Euro Credit Facility.
- Includes \$9.1 million of charges related to the Cost Savings Initiative.

Fiscal 2009

- Fiscal 2009 was a 53 week year.
- Includes a pre-tax write-down of assets and other restructuring charges totaling \$88.2 million related to the Restructuring Plan.
- Includes a \$56.0 million pre-tax gain on the sale of Groupe Smithfield.
- Includes a \$54.3 million gain on the sale of Smithfield Beef, Inc., net of tax of \$45.4 million (discontinued operations).
- Includes charges related to inventory write-downs totaling \$25.8 million.

Fiscal 2008

- Includes a pre-tax impairment charge on our shuttered Kinston, North Carolina plant of \$8.0 million.
- Includes a loss on the disposal of the assets of Smithfield Bioenergy, LLC of \$9.6 million, net of tax of \$5.4 million (discontinued operations).
- Includes pre-tax inventory write-down and disposal costs of \$13.0 million associated with outbreaks of classical swine fever in Romania.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following information in conjunction with the audited consolidated financial statements and the related notes in "Item 8. Financial Statements and Supplementary Data."

Our fiscal year consists of 52 or 53 weeks and ends on the Sunday nearest April 30. All fiscal years presented in this discussion consisted of 52 weeks. Unless otherwise stated, the amounts presented in the following discussion are based on continuing operations for all fiscal periods included. Certain prior year amounts have been reclassified to conform to current year presentations.

EXECUTIVE OVERVIEW

We are the largest hog producer and pork processor in the world. We are also the leader in numerous packaged meats categories with popular brands including Farmland®, Smithfield®, Eckrich®, Armour® and John Morrell®. We are committed to providing good food in a responsible way and maintaining robust animal care, community involvement, employee safety, environmental, and food safety and quality programs.

We produce and market a wide variety of fresh meat and packaged meats products both domestically and internationally. We operate in a cyclical industry and our results are significantly affected by fluctuations in commodity prices for livestock (primarily hogs) and grains. Some of the factors that we believe are critical to the success of our business are our ability to:

- maintain and expand market share, particularly in packaged meats,
- develop and maintain strong customer relationships,
- continually innovate and differentiate our products,
- manage risk in volatile commodities markets, and
- maintain our position as a low cost producer of live hogs, fresh pork and packaged meats.

We conduct our operations through four reportable segments: Pork, Hog Production, International and Corporate, each of which is comprised of a number of subsidiaries, joint ventures and other investments. A fifth reportable segment, the Other segment, contains the results of our former turkey production operations and our previous 49% interest in Butterball, LLC (Butterball), which were sold in December 2010 (fiscal 2011), as well as our former live cattle operations, which were sold in the first quarter of fiscal 2010. The Pork segment consists mainly of our three wholly-owned U.S. fresh pork and packaged meats subsidiaries: The Smithfield Packing Company, Inc. (Smithfield Packing), Farmland Foods, Inc. and John Morrell Food Group. The Hog Production segment consists of our hog production operations located in the U.S. The International segment is comprised mainly of our meat processing and distribution operations in Poland, Romania and the United Kingdom, our interests in meat processing operations, mainly in Western Europe and Mexico, our hog production operations located in Poland and Romania and our interests in hog production operations in Mexico. The Corporate segment provides management and administrative services to support our other segments.

Fiscal 2012 Summary

Net income was \$361.3 million, or \$2.21 per diluted share, in fiscal 2012, compared to net income of \$521.0 million, or \$3.12 per diluted share, in fiscal 2011. The following explains the significant changes in fiscal 2012 results compared to fiscal 2011:

- Pork segment operating profit decreased \$129.7 million from last year's record \$753.4 million due to significantly higher hog costs, which reduced fresh pork cutout margins.
- Hog Production segment operating profit decreased \$58.3 million driven principally by litigation charges and higher feed costs.

- International segment operating profit decreased \$73.1 million primarily as a result of charges at CFG, of which our share was \$38.7 million, higher feed costs and currency losses in our Mexican joint ventures, and higher raw material costs in our Polish meat processing operations. See "Significant Events Affecting Results of Operations" below for further discussion.
- Corporate segment results decreased \$113.7 million, primarily due to a \$120.6 million gain in the prior year on the final settlement of our insurance claim related to the fire that occurred at our Cudahy, Wisconsin facility.
- Interest expense decreased \$68.7 million, or 28%, as a result of our Project 100 initiative, which is described below.
- Losses on debt extinguishment were \$12.2 million in the current year compared to \$92.5 million in the prior year.

Project 100

In the latter half of fiscal 2010, we developed a plan to reduce the level of debt on our balance sheet by \$1 billion and eliminate \$100 million of annual interest and finance expense from our statement of income (Project 100). This project was intended to improve our credit metrics, extend and smooth maturities of our various debt obligations and utilize idle cash on hand, while at the same time, maintaining ample liquidity. Project 100 was completed in the first half of fiscal 2012. As a result, we have dramatically reduced our leverage and interest expense. Our net debt (long-term debt and capital lease obligations including current portion, net of cash) to total capitalization (net debt plus shareholders' equity) has decreased from 48% at the end of fiscal 2010 to 33% as of April 29, 2012. Our goal is to maintain a net debt to total capitalization ratio of approximately 40% or lower with a ceiling of 50%.

Share Repurchase Program

In June 2011 (fiscal 2012), we announced that our board of directors had approved a share repurchase program authorizing us to buy up to \$150.0 million of our common stock over the subsequent 24 month period (the Share Repurchase Program). In September 2011 (fiscal 2012), our board of directors approved an increase of \$100.0 million to the authorized amount of the Share Repurchase Program.

In June 2012 (fiscal 2013), our board of directors approved a new share repurchase program authorizing us to buy up to \$250 million of our common stock over the subsequent 24 month period in addition to the amounts previously authorized under the Share Repurchase Program. We intend to fund share repurchases from cash on hand. Share repurchases may be made on the open market, or in privately negotiated transactions. The number of shares repurchased, and the timing of any buybacks, will depend on corporate cash balances, business and economic conditions, and other factors, including investment opportunities. The program may be discontinued at any time.

Since the Share Repurchase Program was authorized, we have repurchased a total of 11,795,489 shares of our common stock for \$241.7 million through June 13, 2012.

Strategies for Growth

With the completion of the Restructuring Plan in fiscal 2011, which is further described under "Significant Events Affecting Results of Operations" below, we are focused on top and bottom line growth in our base business. Our strategies for growth include:

- *Focus On Twelve Core Brands*—In connection with our Pork segment restructuring plan, we rationalized our large brand portfolio and began to focus our marketing support on twelve major brand names: Smithfield, Farmland, John Morrell, Gwaltney, Armour, Eckrich, Margherita, Carando, Kretschmar, Cook's, Curly's and Healthy Ones. Approximately three-quarters of our domestic retail packaged meats sales are branded products, with nearly 90% of those branded sales being core brands.
- *Invest in Advertising to Activate Brands*—We have begun to invest more heavily in marketing talent and consumer advertising campaigns to drive consumer awareness. In December 2011 (fiscal 2012), we entered into a multi-year sponsorship agreement with the Richard Petty Motorsports NASCAR team to help activate our brands with consumer-focused marketing.

- *Build a Strong Innovation Pipeline*—We are driving consumer relevant product innovation by focusing on delivering convenience oriented products such as our Smithfield marinated pork products, convenient packaging such as our Smithfield bacon pouch pack and healthier, reduced sodium products. In fiscal 2012, we opened a 37,000 square foot research and development center with three state of the art kitchens, a dedicated cutting room, multimedia technology, and a pilot plant that simulates full scale manufacturing processes. This facility allows us to co-develop prototypes with customers and make quick product modifications for speed to the market.
- *Coordinated Sales and Marketing Team*—In connection with the Pork segment restructuring plan, we merged two independent fresh pork sales forces and consolidated our international sales organizations for our U.S. pork companies into one group responsible for exports. The restructured sales groups provide for a more coordinated and focused strategy to access markets and service customers.

Outlook

The commodity markets affecting our business are often volatile and fluctuate on a daily basis. In this unpredictable operating environment, it is very difficult to make meaningful forecasts of industry trends and conditions. The outlook statements that follow must be viewed in this context.

- **Pork-Fresh pork margins** have been strong over the last two fiscal years. Margins for fiscal 2012 averaged above the normalized range of \$3-\$7 per head for much of the year before coming under pressure late in the year. Favorable weather and ideal growing conditions contributed to higher pork supplies this spring. At the same time, relatively high retail prices and the specter of \$4/gallon gas prices dampened consumer demand. The confluence of these factors weakened margins in the fresh pork complex in Q4 2012 and early into Q1 2013. Notwithstanding the current weakness, we believe the fundamentals support solid profitability in fresh pork for the full fiscal year. Margins should get a lift as the oversupply situation resulting from accelerated slaughter levels in the spring corrects itself and the spread between wholesale and retail prices normalizes. Moreover, lower supplies of competing proteins, continued strength in export demand and relatively high pork prices around the world should support healthy fresh pork profitability within the normalized range of \$3-\$7 per head for fiscal 2013.

Operating margins in our packaged meats business improved in fiscal 2012, despite higher raw material costs. The business benefited from an improved product mix, a more coordinated and focused sales strategy, and increased investment in marketing talent and consumer advertising. Although packaged meats volumes were unchanged from last year, we improved our sales mix by successfully growing our retail packaged meats volume in our core brands, despite competing in product categories that are down industry-wide. We are executing our strategy to grow our packaged meats business by continuing to coordinate our sales and marketing team approach, focus on our twelve core brands, invest in consumer-focused advertising, and build a strong product innovation pipeline to grow share and distribution.

In summary, we are optimistic about our packaged meats business for fiscal 2013. Based on the focus and momentum we have generated in this part of the business, we are increasing our view of the normalized operating profit range in packaged meats by \$.02 per pound to \$.12 to \$.17 per pound from \$.10 to \$.15 per pound. We expect packaged meats operating margins to be in the top half of the new normalized range in fiscal 2013.

- **Hog Production-Balanced U.S. pork fundamentals** and tighter global protein supplies supported live hog market prices in fiscal 2012. Domestic live hog prices were up 15% year over year, but were pressured in the fourth quarter of fiscal 2012 as favorable weather and growing conditions accelerated growth rates and, ultimately, hog supplies. However, with no significant herd expansion expected and the forecasted contraction of other protein supplies, segment fundamentals should be supportive of healthy hog prices going forward.

In fiscal 2013, we expect raising costs to average in the mid \$60s per hundredweight in the first quarter before moving lower in the fall as cheaper corn moves through our feeding complex. Lower corn prices should continue to reduce raising costs to the high \$50s per hundredweight by the fourth quarter of fiscal 2013.

In summary, we believe a balance domestically, between restrained supply of pork and other proteins, coupled with healthy exports, is supportive of hog production profitability going forward. We expect operating margins will be at the low end of our normalized range of \$10-\$15 per head in the first quarter of fiscal 2013 and for the full fiscal year. While the current futures strip does not yet support these profitability levels, the relative health of US pork fundamentals, existing risk management positions, lower expected raising costs, and recent momentum in live hog prices provide the basis for our outlook for the full fiscal year.

- International-Our European live swine operations should benefit from tightening hog supplies on the continent. Industry forecasters predict heightened environmental and welfare regulations in Europe will cause producers to contract, improving an already favorable production environment for our Polish and Romanian hog farms. Our Mexican live swine joint ventures are currently operating in a challenging production environment. We expect modest improvements in fiscal 2013. However, before meaningful contributions to segment profitability can be expected, improvements in live hog prices and/or feed grain cost will be needed.

On the meat processing side of our international business, we expect improved results from our Polish meat operations in fiscal 2013 after a disappointing fiscal 2012. Recent approval to export pork products out of Romania to European Union member countries should also improve results from our Romanian meat operations in fiscal 2013. We also expect modest contributions from our Mexican meat operations.

Finally, in the third quarter of fiscal 2012, CFG announced a multi-year comprehensive plan to consolidate and streamline its manufacturing operations, which should improve operating results over the long-term. In the near-term, we expect only modest positive contributions from CFG.

In total, we anticipate operating profits from this segment will move to the upper end of the normalized range of \$50 million to \$125 million in fiscal 2013.

RESULTS OF OPERATIONS

Significant Events Affecting Results of Operations

CFG Consolidation Plan

In December 2011 (fiscal 2012), the board of CFG approved a multi-year plan to consolidate and streamline its manufacturing operations to improve operating efficiencies and increase utilization (the CFG Consolidation Plan). The CFG Consolidation Plan includes the disposal of certain assets, employee redundancy costs and the contribution of CFG's French cooked ham business into a newly formed joint venture. As a result, we recorded our share of CFG's charges totaling \$38.7 million in equity in loss (income) of affiliates within the International segment in the third quarter of fiscal 2012.

Missouri Litigation

PSF, the Company and certain of our other subsidiaries and affiliates are parties to litigation in Missouri involving a number of claims alleging that hog farms owned or under contract with the defendants interfered with the plaintiffs' use and enjoyment of their properties. These claims are more fully described in "Item 3. Legal Proceedings—Missouri Litigation."

During fiscal 2012 and continuing in the first quarter of fiscal 2013, we engaged in global settlement negotiations with counsel representing nearly all of the plaintiffs in the nuisance litigation and numerous carriers of commercial general liability and pollution liability policies. The parties to the litigation have made substantial progress toward consummation of a global settlement that would resolve the vast majority of the nuisance litigation, including all pending cases with the exception of one case. However, there are significant contingencies that must be fulfilled before the settlement is consummated, and we cannot make any assurance that those contingencies will be satisfied. In addition, we have agreements with the insurance carriers under which we receive payments that we contribute to pay a portion of the settlement, most of which are contingent on the consummation of the global settlement.

Due to the recent developments discussed above including the substantial progress toward the consummation of a global settlement and the settlements with certain insurance carriers, we recognized \$22.2 million in net charges to selling, general and administrative expenses in the Hog Production segment associated with the Missouri litigation in fiscal 2012.

In November 2010 (fiscal 2011), we reached a settlement with one of our insurance carriers regarding the reimbursement of certain past and future defense costs associated with our Missouri litigation. Related to this matter, we recognized a net benefit of \$19.1 million in selling, general and administrative expenses in the Hog Production segment in fiscal 2011.

Fire Insurance Settlement

In July 2009 (fiscal 2010), a fire occurred at the primary manufacturing facility of our subsidiary, Patrick Cudahy, Inc. (Patrick Cudahy), in Cudahy, Wisconsin. The fire damaged a portion of the facility's production space and required the temporary cessation of operations, but did not consume the entire facility. Shortly after the fire, we resumed production activities in undamaged portions of the plant, including the distribution center, and took steps to address the supply needs for Patrick Cudahy products by shifting production to other Company and third-party facilities.

We maintain comprehensive general liability and property insurance, including business interruption insurance. In December 2010 (fiscal 2011), we reached an agreement with our insurance carriers to settle the claim for a total of \$208.0 million, of which \$70.0 million had been advanced to us in fiscal 2010. We allocated these proceeds to first recover the book value of the property lost, out-of-pocket expenses incurred and business interruption losses that resulted from the fire. The remaining proceeds were recognized as an involuntary conversion gain of \$120.6 million in the Corporate segment in the third quarter of fiscal 2011. The involuntary conversion gain was classified in a separate line item on the consolidated statement of income.

Based on an evaluation of business interruption losses incurred, we recognized \$15.8 million and \$31.8 million in fiscal 2011 and fiscal 2010, respectively, of the insurance proceeds in cost of sales in our Pork segment to offset business interruption losses incurred.

Debt Extinguishment

During fiscal 2012, we repurchased \$59.7 million of our 2014 Notes for \$68.3 million and recognized losses on debt extinguishment of \$11.0 million in fiscal 2012, including the write-off of related unamortized discounts and debt costs.

During fiscal 2011, we repurchased \$522.2 million of our 7% senior unsecured notes due August 2011 (2011 Notes) for \$543.1 million and recognized losses on debt extinguishment of \$21.4 million in fiscal 2011, including the write-off of related unamortized premiums and debt costs.

In January 2011 (fiscal 2011), we commenced a Dutch auction cash tender offer to purchase for \$450.0 million in cash (the January Tender Offer) the maximum aggregate principal amount of our outstanding 7.75% senior unsecured notes due May 2013 (2013 Notes) and our outstanding 10% senior secured notes due July 2014 (2014 Notes). As a result of the January Tender Offer, we paid \$450.0 million to repurchase 2013 Notes and 2014 Notes with face values of \$190.0 million and \$200.9 million, respectively, and recognized a losses on debt extinguishment of \$71.1 million in the fourth quarter of fiscal 2011, including the write-off of related unamortized discounts and debt costs.

Hog Production Cost Savings Initiative

In fiscal 2010, we announced a plan to improve the cost structure and profitability of our domestic hog production operations (the Cost Savings Initiative). The plan includes a number of undertakings designed to improve operating efficiencies and productivity. These consist of farm reconfigurations and conversions, termination of certain high cost, third party hog grower contracts and breeding stock sourcing contracts, as well as a number of other cost reduction activities. We incurred charges related to these activities totaling \$3.1 million, \$28.0 million and \$9.1 million in fiscal 2012, 2011 and 2010, respectively. All charges have been recorded in cost of sales in the Hog Production segment. We expect the Cost Savings Initiative to be substantially complete by the end of fiscal 2013.

Pork Segment Restructuring

In February 2009 (fiscal 2009), we announced a plan to consolidate and streamline the corporate structure and manufacturing operations of our Pork segment (the Restructuring Plan). The plan included the closure of six plants. This restructuring has made us more competitive by improving operating efficiencies and increasing plant utilization. We completed the Restructuring Plan in the first half of fiscal 2011 with cumulative pre-tax restructuring and impairment charges of approximately \$105.5 million, of which \$17.3 million was recognized in fiscal 2010. No material charges were incurred in fiscal 2011. All charges were recorded in the Pork segment.

Impairment and Disposal of Long-lived Assets

Portsmouth, Virginia Plant

In November 2011 (fiscal 2012), we announced that we would shift the production of hot dogs and lunchmeat from Smithfield Packing's Portsmouth, Virginia plant to our Kinston, North Carolina plant and permanently close the Portsmouth facility. The Kinston facility will be expanded to handle the additional production and will incorporate state of the art technology and equipment, which is expected to produce significant production efficiencies and cost reductions. The Kinston expansion will require an estimated \$85 million in capital expenditures. The expansion of the Kinston facility and the closure of the Portsmouth facility are expected to be completed by the end of fiscal 2013.

As a result of this decision, we performed an impairment analysis of the related assets at the Portsmouth facility in the second quarter of fiscal 2012 and determined that the net cash flows expected to be generated over the anticipated remaining useful life of the plant are sufficient to recover its book value. As such, no impairment exists. However, we have revised depreciation estimates to reflect the use of the related assets at the Portsmouth facility over their shortened useful lives. As a result, we recognized accelerated depreciation charges of \$3.3 million in cost of sales during fiscal 2012. We expect to recognize accelerated depreciation charges totaling \$4.7 million during fiscal 2013. Also, in connection with this decision, we wrote-down inventory by \$0.8 million in cost of sales and accrued \$0.6 million for employee severance in selling, general and administrative expenses in the second quarter of fiscal 2012. All of these charges are reflected in the Pork segment.

Hog Farms

Texas

In the first quarter of fiscal 2010, we ceased hog production operations and closed the farms related to our Dalhart, Texas operation. In connection with this event, we recorded an impairment charge of \$23.6 million to write-down the assets to their estimated fair value of \$20.9 million. The estimate of fair value was based on our assessment of the facts and circumstances at the time of the write-down, which indicated that the highest and best use of the assets by a market participant was for crop farming.

In January 2011 (fiscal 2011), we sold a portion of the Dalhart, Texas operation to a crop farmer for net proceeds of \$9.1 million and recognized a loss on the sale of \$1.8 million in selling, general and administrative expenses in our Hog Production segment in the third quarter of fiscal 2011. Also, in January 2011 (fiscal 2011), we received a non-binding letter of intent from a prospective buyer for the purchase of our remaining Dalhart, Texas assets. The prospective buyer had indicated that it intended to utilize the farms for hog production after reconfiguring the assets to meet their specific business purposes. In April 2011 (fiscal 2011), we completed the sale of the remaining Dalhart, Texas assets and received net proceeds of \$32.5 million. As a result of the sale, we recognized a gain of \$13.6 million, after allocating \$8.5 million in goodwill to the asset group, in selling, general and administrative expenses in our Hog Production segment in the fourth quarter of fiscal 2011.

Oklahoma and Iowa

In January 2011 (fiscal 2011), we completed the sale of certain hog production assets located in Oklahoma and Iowa. As a result of these sales, we received total net proceeds of \$70.4 million and recognized gains totaling \$6.9 million, after allocating \$17.0 million of goodwill to these asset groups. The gains were recorded in selling, general and administrative expenses in our Hog Production segment in the third quarter of fiscal 2011.

Missouri

In the first quarter of fiscal 2010, we entered into negotiations to sell certain hog farms in Missouri, which we believed would result in a completed sale within the subsequent twelve month period. We recorded total impairment charges of \$10.5 million, including a \$6.0 million allocation of goodwill, in the first quarter of fiscal 2010 to write-down the hog farm assets to their estimated fair value. The impairment charges were recorded in cost of sales in the Hog Production segment.

In the first half of fiscal 2011, we began reducing the hog population on certain other hog farms in Missouri in order to comply with an amended consent decree. The amended consent decree allows us to return the farms to full capacity upon the installation of an approved "next generation" technology that would reduce the level of odor produced by the farms. The reduced hog raising capacity at these farms was replaced with third party contract farmers in Iowa. In the first quarter of fiscal 2011, in connection with the anticipated reduction in finishing capacity, we performed an impairment analysis of these hog farms and determined that the book value of the assets was recoverable and thus, no impairment existed.

Based on the favorable hog raising performance experienced with these third party contract farmers and the amount of capital required to install "next generation" technology at our Missouri farms, we made the decision in the first quarter of fiscal 2012 to permanently idle certain of the assets on these farms. Depreciation estimates have been revised to reflect the shortened useful lives of the assets. As a result, we recognized accelerated depreciation charges of \$8.2 million in fiscal 2012. These charges are reflected in the Hog Production segment.

Butterball, LLC (Butterball)

In June 2010 (fiscal 2011), we announced that we had made an offer to purchase our joint venture partner's 51% ownership interest in Butterball and our partner's related turkey production assets. In accordance with Butterball's operating agreement, our partner had to either accept the offer to sell or be required to purchase our 49% interest and our related turkey production assets.

In September 2010 (fiscal 2011), we were notified of our joint venture partner's decision to purchase our 49% interest in Butterball and our related turkey production assets. In December 2010 (fiscal 2011), we completed the sale of these assets for \$167.0 million and recognized a gain of \$0.2 million.

RMH Foods, LLC (RMH)

In October 2009 (fiscal 2010), we entered into an agreement to sell substantially all of the assets of RMH, a subsidiary within the Pork segment. As a result of this sale, we recorded pre-tax charges totaling \$3.5 million, including \$0.5 million of goodwill impairment, in cost of sales in the Pork segment in the second quarter of fiscal 2010 to write-down the assets of RMH to their fair values. In December 2009 (fiscal 2010), we completed the sale of RMH for \$9.1 million, plus \$1.4 million of liabilities assumed by the buyer.

Sioux City, Iowa Plant Closure

In January 2010 (fiscal 2010), we announced that we would close our fresh pork processing plant located in Sioux City, Iowa. The Sioux City plant was one of our oldest and least efficient plants. The plant design severely limited our ability to produce value-added packaged meats products and maximize production throughput. A portion of the plant's production was transferred to other nearby Smithfield plants. We closed the Sioux City plant in April 2010 (fiscal 2010).

As a result of the planned closure, we recorded charges of \$13.1 million in the third quarter of fiscal 2010. These charges consisted of \$3.6 million for the write-down of long-lived assets, \$2.5 million of unusable inventories and \$7.0 million for estimated severance benefits pursuant to contractual and ongoing benefit arrangements. Substantially all of these charges were recorded in cost of sales in the Pork segment.

Consolidated Results of Operations

The tables presented below compare our results of operations for fiscal years 2012, 2011 and 2010. As used in the tables, "NM" means "not meaningful."

Sales and Cost of Sales

	Fiscal Years			Fiscal Years		
	2012	2011	% Change	2011	2010	% Change
	(in millions)			(in millions)		
Sales	\$ 13,094.3	\$ 12,202.7	7 %	\$ 12,202.7	\$ 11,202.6	9%
Cost of sales	11,544.9	10,488.6	10	10,488.6	10,472.5	—
Gross profit	\$ 1,549.4	\$ 1,714.1	(10)	\$ 1,714.1	\$ 730.1	135
Gross profit margin	12%	14%		14%	7%	

The following items explain the significant changes in sales and gross profit:

2012 vs. 2011

- The increase in consolidated sales was primarily driven by a 6% increase in average unit selling prices coupled with a 2% increase in volume in the Pork segment. The improvements were attributable to higher market prices for fresh pork, supported by export demand, and an improved sales mix in packaged meats to higher margin core brands.
- Gross margin declined from prior year levels as a result of significantly higher raw material costs in all segments. Domestic live hog market prices increased approximately 15% to \$65 per hundredweight from \$57 per hundredweight, and domestic raising costs increased 18% to \$64 per hundredweight from \$54 per hundredweight as a result of higher feed prices.

- Cost of sales in the prior year included \$28.0 million of charges associated with the Cost Savings Initiative compared to \$3.1 million in the current year. Also, cost of sales in the current year includes \$8.2 million and \$4.7 million of accelerated depreciation and other charges related to the idling of certain of our Missouri hog farm assets and the planned closure of our Portsmouth, Virginia meat processing plant, respectively.

2011 vs. 2010

- The increase in consolidated sales was driven primarily by an 18% increase in average unit selling prices in the Pork segment, which was partially offset by a 7% decline in volume, as a result of lower supplies of pork products and stable demand.
- The improvement in gross profit margin was led by a substantial turnaround in hog production profitability resulting from tightened industry supplies, which led to substantially higher live hog market prices, and slightly lower raising costs on a per pig basis. In addition, higher fresh pork market values relative to live hog prices, and higher average unit selling prices in the Pork segment contributed to the improvement.
- Cost of sales in fiscal 2011 included \$28.0 million of charges associated with the Cost Savings Initiative. Cost of sales in fiscal 2010 included \$72.4 million of charges related to hog farm and plant write-downs, the Cost Savings Initiative and the Restructuring Plan.

Selling, General and Administrative Expenses (SG&A)

	Fiscal Years			Fiscal Years		
	2012	2011	% Change	2011	2010	% Change
	(in millions)			(in millions)		
Selling, general and administrative expenses	\$ 816.9	\$ 789.8	3%	\$ 789.8	\$ 705.9	12%

The following items explain the significant changes in SG&A:

2012 vs. 2011

- Fiscal 2012 includes \$22.2 million in net charges associated with the Missouri litigation compared to a \$19.1 million net benefit in fiscal 2011. The Missouri litigation is more fully described under "Significant Items Affecting Results of Operations" above.
- Fiscal 2011 included a net gain of \$18.7 million on the sale of hog farms, which is more fully explained under "Significant Events Affecting Results of Operations" above.
- Losses on foreign currency denominated transactions increased \$7.0 million.
- Fiscal 2012 includes \$6.4 million in professional fees related to the potential acquisition of a controlling interest in CFG. In June 2011 (fiscal 2012), we terminated negotiations to purchase the additional interest.
- Variable compensation expense was \$29.9 million lower due primarily to lower profitability levels in fiscal 2012.
- Expense for pension and other postretirement benefits decreased \$19.6 million.

2011 vs. 2010

- Variable compensation expense increased by \$65.6 million due to higher overall profitability; variable compensation programs were severely curtailed in fiscal 2010.
- A reduction in the amount of government subsidies recognized for our Romanian hog production operations increased SG&A by \$32.2 million.
- Contract services and professional fees increased \$13.8 million, primarily due to outsourced information technology support costs.
- Fiscal 2010 included a gain of \$4.5 million on the sale of our investment in Farasia Corporation, a 50/50 Chinese joint venture, (Farasia).
- Losses on foreign currency denominated transactions increased by \$4.1 million.

- Fiscal 2011 included a \$19.1 million benefit related primarily to an insurance settlement associated with the Missouri litigation.
- Fiscal 2011 included a net gain of \$18.7 million on the sale of hog farms, which is more fully explained under "Significant Events Affecting Results of Operations" above.

Loss (Income) from Equity Method Investments

	Fiscal Years			Fiscal Years		
	2012	2011	% Change	2011	2010	% Change
	(in millions)			(in millions)		
CFG ⁽¹⁾	\$ 25.0	\$ (17.0)	(247)%	\$ (17.0)	\$ (4.5)	278 %
Mexican joint ventures	(13.4)	(29.6)	(55)	(29.6)	(13.2)	124
Butterball	—	(1.3)	NM	(1.3)	(18.8)	(93)
All other equity method investments	(1.7)	(2.2)	(23)	(2.2)	(2.1)	5
Loss (income) from equity method investments	<u>\$ 9.9</u>	<u>\$ (50.1)</u>	(120)	<u>\$ (50.1)</u>	<u>\$ (38.6)</u>	30

⁽¹⁾ CFG prepares its financial statements in accordance with International Financial Reporting Standards. Our share of CFG's results reflects U.S. GAAP adjustments and thus, there may be differences between the amounts we report for CFG and the amounts reported by CFG.

The following items explain the significant changes in loss (income) from equity method investments:

2012 vs. 2011

- CFG's results for fiscal 2012 include \$38.7 million of charges related to the CFG Consolidation Plan, which is more fully described under "Significant Events Affecting Results of Operations" above.
- Results from our Mexican joint ventures were negatively impacted by higher feed costs and unfavorable changes in foreign exchange rates.

2011 vs. 2010

- Fiscal 2010 results for CFG included a \$10.4 million debt restructuring charge and a \$1.3 million charge related to its discontinued Russian operation.
- Equity income from our Mexican joint ventures increased significantly as a result of higher hog prices.
- The decrease in equity income from Butterball reflects our sale of the investment in the third quarter of fiscal 2011, which is more fully explained under "Significant Events Affecting Results of Operations" above.

Interest Expense

	Fiscal Years			Fiscal Years		
	2012	2011	% Change	2011	2010	% Change
	(in millions)			(in millions)		
Interest expense	\$ 176.7	\$ 245.4	(28)%	\$ 245.4	\$ 266.4	(8)%

Interest expense decreased as a result of our Project 100 initiative, under which we redeemed more than \$1 billion of debt since the first quarter of fiscal 2011, including \$600 million of our 7% senior unsecured notes due August 2011, \$260.6 million of our 10% senior secured notes due July 2014 and \$190 million of our 7.75% senior unsecured notes due May 2013.

Loss on Debt Extinguishment

	Fiscal Years			Fiscal Years		
	2012	2011	% Change	2011	2010	% Change
	(in millions)			(in millions)		
Loss on debt extinguishment	\$ 12.2	\$ 92.5	(87)%	\$ 92.5	\$ 11.0	NM

The following items explain the significant changes in loss on debt extinguishment:

2012 vs. 2011

- In fiscal 2012, we recognized losses of \$11.0 million on the repurchase of \$59.7 million of our 10% senior secured notes due July 2014.
- We recognized a loss on debt extinguishment of \$1.2 million in the first quarter of fiscal 2012 associated with the refinancing of our working capital facilities in June 2011 (fiscal 2012), which is more fully described in "Liquidity and Capital Resources" below.

2011 vs. 2010

- As described more fully under "Liquidity and Capital Resources" below, we repurchased \$913.1 million of our senior unsecured and senior secured notes in fiscal 2011 and recognized losses on debt extinguishment of \$92.5 million.
- In fiscal 2010, we recognized losses of \$11.0 million related to the write-off of amendment fees and costs associated with the extinguishment of our then existing secured revolving credit facility (the U.S. Credit Facility) and our then existing European secured revolving credit facility (the Euro Credit Facility).

Income Tax (Benefit) Expense

	Fiscal Years		
	2012	2011	2010
Income tax (benefit) expense (in millions)	\$ 172.4	\$ 236.1	\$ (113.2)
Effective tax rate	32%	31%	53%

The decrease in the effective tax rate from 2010 to 2011 was due primarily to the mix of foreign earnings (which have lower effective tax rates) and domestic earnings in fiscal 2011 compared to fiscal 2010, the benefit of the Federal manufacturer's deduction, the utilization of foreign tax credits in the fiscal 2011, and the legislative retroactive reinstatement of the Credit for Increasing Research Activities.

Segment Results

The following information reflects the results from each respective segment prior to eliminations of inter-segment sales.

Pork Segment

	Fiscal Years			Fiscal Years		
	2012	2011	% Change	2011	2010	% Change
	(in millions)			(in millions)		
Sales:						
Fresh pork ⁽¹⁾	\$ 5,089.4	\$ 4,542.7	12 %	\$ 4,542.7	\$ 4,199.7	8 %
Packaged meats	6,003.6	5,721.2	5	5,721.2	5,126.6	12
Total	<u>\$ 11,093.0</u>	<u>\$ 10,263.9</u>	8	<u>\$ 10,263.9</u>	<u>\$ 9,326.3</u>	10
Operating profit: ⁽²⁾						
Fresh pork ⁽¹⁾	\$ 222.0	\$ 406.5	(45)%	\$ 406.5	\$ 61.1	565 %
Packaged meats	401.7	346.9	16	346.9	477.6	(27)
Total	<u>\$ 623.7</u>	<u>\$ 753.4</u>	(17)	<u>\$ 753.4</u>	<u>\$ 538.7</u>	40
Sales volume:						
Fresh pork			4 %			(8)%
Packaged meats			—			(4)
Total			2			(7)
Average unit selling price:						
Fresh pork			8 %			18 %
Packaged meats			5			16
Total			6			18
Hogs processed						
			1 %			(10)%
Average domestic live hog prices (per hundred weight) ⁽³⁾						
	\$ 65.05	\$ 56.57	15 %	\$ 56.57	\$ 43.81	29 %

⁽¹⁾ Includes by-products and rendering.

⁽²⁾ Fresh pork and packaged meats operating profits represent management's estimated allocation of total Pork segment operating profit.

⁽³⁾ Represents the average live hog market price as quoted by the Iowa-Southern Minnesota hog market.

In addition to information provided in the table above, the following items explain the significant changes in Pork segment sales and operating profit:

2012 vs. 2011

- Sales and operating profit were positively impacted by higher average unit selling prices for both fresh pork and packaged meats driven supported by strong export demand, an improved mix in packaged meats to more core brand product sales, and strong pricing discipline.
- Fresh pork volumes increased primarily as a result of stronger export demand.
- Fresh pork operating profit decreased to \$8 per head from a record \$15 per head as live hog prices increased significantly more than fresh meat prices.

- Packaged meats operating profit increased to \$.15 per pound from \$.13 per pound as a result of strong pricing discipline, an improved product mix to more high margin core brands and lower variable compensation and pension related expenses, which more than offset the impact of higher raw material costs.
- Operating profit for packaged meats in fiscal 2012 includes \$4.7 million in charges associated with the anticipated closure of our Portsmouth plant.

2011 vs. 2010

- Sales and operating profit were positively impacted by substantially higher average unit selling prices for both fresh pork and packaged meats driven by a reduction in the supply of pork products and stable demand.
- Fresh pork sales volume declined due to the closure of our Sioux City, Iowa plant in April 2010 (fiscal 2010).
- Fresh pork operating profit increased to \$15 per head from \$2 per head as a result of substantially higher fresh pork market prices relative to live hog prices.
- Packaged meats operating profit declined to \$.13 per pound from \$.17 per pound, reflecting substantially higher raw material costs, which we were unable to pass on fully to consumers.
- Operating profit in fiscal 2010 included \$30.4 million in charges associated with the Restructuring Plan and the Sioux City plant closure.

Hog Production Segment

	Fiscal Years			% Change	Fiscal Years			% Change
	2012	2011			2011	2010		
	(in millions)				(in millions)			
Sales	\$ 3,052.6	\$ 2,705.1		13 %	\$ 2,705.1	\$ 2,207.8		23 %
Operating profit (loss)	166.1	224.4		26	224.4	(539.2)		142
Head sold	15.77	16.43		(4)%	16.43	17.43		(6)%
Average domestic live hog prices (per hundred weight) ⁽¹⁾	\$ 65.05	\$ 56.57		15 %	\$ 56.57	\$ 43.81		29 %
Raising costs (per hundred weight) ⁽²⁾	\$ 63.93	\$ 54.14		18 %	\$ 54.14	\$ 54.88		(1)%

⁽¹⁾ Represents the average live hog market price as quoted by the Iowa-Southern Minnesota hog market.

⁽²⁾ Includes the effects of grain derivative contracts designated in hedging relationships.

In addition to the information provided in the table above, the following items explain the significant changes in Hog Production segment sales and operating profit:

2012 vs. 2011

- Sales and operating profit were positively impacted by significantly higher live hog market prices.
- Volume declined due to temporary disruptions from the Cost Savings Initiative and the sale of our Oklahoma hog farms at the end of the third quarter of fiscal 2011.
- Raising costs increased primarily as a result of higher feed costs.
- Fiscal 2012 operating profit includes \$22.2 million in net charges associated with the Missouri litigation compared to a \$19.1 million net benefit in fiscal 2011. The Missouri litigation is more fully described under "Significant Items Affecting Results of Operations" above.
- Operating profit in fiscal 2011 included a net gain of \$18.7 million on the sale of hog farms in Oklahoma, Iowa and Texas.
- Fiscal 2012 operating profit includes accelerated depreciation charges of \$8.2 million due to our decision in the first quarter of fiscal 2012 to permanently idle certain Missouri farm assets.
- Fiscal 2012 operating profit includes \$3.1 million in charges associated with the Cost Savings Initiative compared

to \$28.0 million in fiscal 2011.

- Certain derivative contracts are not reflected in the average live hog prices and raising costs presented in the table above; primarily commodity derivative contracts that are not designated in hedging relationships for accounting purposes as well as lean hog derivative contracts that are designated in hedging relationships for accounting purposes. Gains on these contracts increased by \$36.4 million.

2011 vs. 2010

- Sales and operating profit were positively impacted by substantially higher live hog prices due to a reduction in the supply of market hogs.
- Operating loss in fiscal 2010 included \$34.1 million in impairment charges related to certain hog farms, which is more fully explained under "Significant Events Affecting Results of Operations" above.
- Operating profit in fiscal 2011 included a benefit of \$19.1 million related primarily to an insurance settlement associated with the Missouri litigation, which is more fully described under "Significant Items Affecting Results of Operations" above.
- Operating profit in fiscal 2011 includes a net gain of \$18.7 million on the sales of hog farms in Oklahoma, Iowa and Texas.
- Operating profit in fiscal 2011 included charges associated with the Cost Savings Initiative of \$28.0 million compared to \$9.1 million in fiscal 2010.

International Segment

	Fiscal Years			Fiscal Years		
	2012	2011	% Change	2011	2010	% Change
	(in millions)			(in millions)		
Sales:						
Poland	\$ 1,128.3	\$ 1,040.0	8 %	\$ 1,040.0	\$ 992.6	5 %
Romania	245.8	199.1	23	199.1	182.4	9
Other	92.6	101.6	(9)	101.6	102.2	(1)
Total	<u>\$ 1,466.7</u>	<u>\$ 1,340.7</u>	9	<u>\$ 1,340.7</u>	<u>\$ 1,277.2</u>	5
Operating profit (loss):						
Poland	\$ 49.7	\$ 64.0	(22)%	\$ 64.0	\$ 75.7	(15)%
Romania	7.9	9.2	(14)	9.2	35.1	(74)
Other ⁽¹⁾	(14.8)	42.7	(135)	42.7	17.1	150
Total	<u>\$ 42.8</u>	<u>\$ 115.9</u>	(63)	<u>\$ 115.9</u>	<u>\$ 127.9</u>	(9)
Poland:						
Sales volume (pounds) ⁽²⁾			(4)%			12 %
Average unit selling price ⁽²⁾			13			(7)
Hogs processed			(6)			24
Raising costs (per hundred weight)			17			3
Romania:						
Sales volume (pounds) ⁽²⁾			10 %			22 %
Average unit selling price ⁽²⁾			9			(10)
Hogs processed			8			17
Raising costs (per hundred weight)			13			(12)

⁽¹⁾ Includes the results from our equity method investments in Mexico and our investment in CFG.

⁽²⁾ Excludes the sale of live hogs and includes the impact of foreign currency translation.

In addition to the information provided in the table above, the following items explain the significant changes in International segment sales and operating profit:

2012 vs. 2011

- Sales and operating profit in Poland were positively impacted by higher average unit selling prices primarily due to a shift in product mix to more packaged meats and our ability to pass along higher raw material costs, particularly in the second half of fiscal 2012.
- Operating profit in Poland declined primarily as a result of higher raw material costs in our meat processing operations. Improvements in Polish hog production fundamentals partially offset the decline in profit.
- Sales and operating profit in our Romania fresh pork operation was positively impacted by our recently received approval to export pork products out of Romania to European Union member countries. As a result, we saw average unit selling prices, excluding the impact of foreign currency translation, increase 7%.
- Our Romanian fresh pork and hog production operations both saw improvements in operating results. However, these improvements were more than offset by increased losses in our distribution operations and an unfavorable \$8.4 million impact from foreign currency exposure.
- Fiscal 2012 operating profit includes \$38.7 million of charges related to the CFG Consolidation Plan, which is more fully described above in "Significant Events Affecting Results of Operations".

- Equity income from our Mexican joint ventures decreased \$16.2 million, primarily due to higher feed costs and unfavorable changes in foreign exchange rates.

2011 vs. 2010

- The increases in sales volumes were primarily due to capacity expansion in semi-processed and sausage products in Poland and the expansion of hog production operations in Romania.
- The decline in average unit selling prices reflects adverse economic conditions in Europe.
- In Romania, we recognized \$32.2 million less in government subsidies for hog production than the prior year due to the expiration of the subsidy program in the second half of fiscal 2010.
- Equity income from our equity method investments increased \$29.3 million primarily driven by higher hog prices in Mexico. Also, equity income from CFG in fiscal 2010 was negatively impacted by \$10.4 million of debt restructuring charges and \$1.3 million of charges related to its discontinued Russian operation.

Other Segment

	Fiscal Years				Fiscal Years		
	2012	2011	% Change		2011	2010	% Change
	(in millions)				(in millions)		
Sales	\$ —	\$ 74.7	NM	\$	74.7	\$ 153.3	(51)%
Operating (loss) profit	—	(2.4)	NM		(2.4)	3.6	(167)

The following items explain the significant changes in Other segment sales and operating profit:

- The decrease in sales and operating profit reflects the sale of our turkey operations, including our investment in Butterball, in December 2010 (fiscal 2011), which is more fully explained under "Significant Events Affecting Results of Operations" above.
- Fiscal 2010 included the sale of our remaining live cattle inventory totaling \$33.3 million.

Corporate Segment

	Fiscal Years				Fiscal Years		
	2012	2011	% Change		2011	2010	% Change
	(in millions)				(in millions)		
Operating profit (loss)	\$ (110.0)	\$ 3.7	NM	\$	3.7	\$ (68.2)	105%

The following items explain the significant changes in Corporate segment operating profit (loss):

2012 vs. 2011

- Fiscal 2011 included a gain of \$120.6 million on the final settlement with our insurance carriers of our claim related to the fire that occurred at our Cudahy, Wisconsin facility in fiscal 2010.
- Fiscal 2012 includes \$6.4 million of professional fees related to the potential acquisition of a controlling interest in CFG. In June 2011, we terminated negotiations to purchase the additional interest.
- Variable compensation cost declined \$9.0 million due to lower consolidated profit levels in fiscal 2012.
- Expense for pension and other postretirement benefits decreased \$4.1 million.

2011 vs. 2010

- Fiscal 2011 included a gain of \$120.6 million on the final settlement with our insurance carriers of our claim related to the fire that occurred at our Cudahy, Wisconsin facility in fiscal 2010.
- Compensation expenses increased \$31.1 million driven by substantially improved consolidated operating results.
- Fiscal 2010 included a \$4.5 million gain on the sale of our investment in Farasia.

- Gains on company-owned life insurance policies were lower by \$3.6 million.
- Change in foreign currency transaction losses negatively impacted operating profit by \$2.3 million.

LIQUIDITY AND CAPITAL RESOURCES

Summary

Our cash requirements consist primarily of the purchase of raw materials used in our hog production and pork processing operations, long-term debt obligations and related interest, lease payments for real estate, machinery, vehicles and other equipment, and expenditures for capital assets, other investments and other general business purposes. Our primary sources of liquidity are cash we receive as payment for the products we produce and sell, as well as our credit facilities.

We believe that our current liquidity position is strong and that our cash flows from operations and availability under our credit facilities will be sufficient to meet our working capital needs and financial obligations for at least the next twelve months. As of April 29, 2012, our liquidity position was approximately \$1.5 billion, comprised of approximately \$1.1 billion in availability under our credit facilities and \$324.3 million in cash and cash equivalents. Additionally, we have no substantial debt obligations coming due until fiscal 2014.

Sources of Liquidity

We have available a variety of sources of liquidity and capital resources, both internal and external. These sources provide funds required for current operations, acquisitions, integration costs, debt retirement and other capital requirements.

Accounts Receivable and Inventories

The meat processing industry is characterized by high sales volume and rapid turnover of inventories and accounts receivable. Because of the rapid turnover rate, we consider our meat inventories and accounts receivable highly liquid and readily convertible into cash. The Hog Production segment also has rapid turnover of accounts receivable. Although inventory turnover in the Hog Production segment is slower, mature hogs are readily convertible into cash. Borrowings under our credit facilities are used, in part, to finance increases in the levels of inventories and accounts receivable resulting from seasonal and other market-related fluctuations in raw material costs.

Credit Facilities

Facility	April 29, 2012				
	Capacity	Borrowing Base Adjustment	Outstanding Letters of Credit	Outstanding Borrowings	Amount Available
	(in millions)				
Inventory Revolver	\$ 925.0	\$ —	\$ —	\$ —	\$ 925.0
Securitization Facility	275.0	—	(96.1)	—	178.9
International facilities	105.6	—	—	(64.9)	40.7
Total credit facilities	<u>\$ 1,305.6</u>	<u>\$ —</u>	<u>\$ (96.1)</u>	<u>\$ (64.9)</u>	<u>\$ 1,144.6</u>

In June 2011 (fiscal 2012), we refinanced our asset-based revolving credit agreement totaling \$1.0 billion that supported short-term funding needs and letters of credit (the ABL Credit Facility) into two separate facilities: (1) an inventory based revolving credit facility up to \$925.0 million, with an option to expand up to \$1.2 billion (the Inventory Revolver), and (2) an accounts receivable securitization facility up to \$275.0 million (the Securitization Facility). We may request working capital loans and letters of credit under both facilities.

Availability under the Inventory Revolver is a function of the level of eligible inventories, subject to reserves. The Inventory Revolver matures in June 2016. However, it will mature on March 15, 2014 if the outstanding principal balance of our senior secured notes due July 2014 (2014 Notes), net of the amount of cash in excess of \$75 million, exceeds \$300 million on that date. The unused commitment fee and the interest rate spreads are a function of our leverage ratio (as defined in the Second Amended and Restated Credit Agreement). As of April 29, 2012, the unused commitment fee and interest rate were 0.375% and LIBOR plus 2.5%, respectively. The Inventory Revolver includes financial covenants. The ratio of our funded debt to capitalization (as defined in the Second Amended and Restated Credit Agreement) may not exceed 0.5 to 1.0, and our EBITDA to interest expense ratio (as defined in the Second Amended and Restated Credit Agreement) may not be less than 2.5 to 1.0. Obligations under the Inventory Revolver are guaranteed by our material U.S. subsidiaries and are secured by (i) a first priority lien on certain personal property, including cash and cash equivalents, deposit accounts, inventory, intellectual property, and certain equity interests (the Inventory Revolver Collateral), and (ii) a second priority lien on substantially all of the guarantors' real property, fixtures and equipment (the Non-Inventory Revolver Collateral).

The term of the Securitization Facility is three years. As part of the arrangement, all accounts receivable of our major Pork segment subsidiaries are sold to a wholly-owned "bankruptcy remote" special purpose vehicle (SPV). The SPV pledges the receivables as security for loans and letters of credit. The SPV is included in our consolidated financial statements and therefore, the accounts receivable owned by it are included in our consolidated balance sheet. However, the accounts receivable owned by the SPV are separate and distinct from our other assets and are not available to our other creditors should we become insolvent. The SPV held \$390.3 million of accounts receivable as of April 29, 2012.

The unused commitment fee and the interest rate spreads under the Securitization Facility are a function of our leverage ratio (as defined in the Second Amended and Restated Credit Agreement). As of April 29, 2012, the unused commitment fee and interest rate were 0.375% and the lender's cost of funds of 0.28% plus 1.25%, respectively.

Securities

We have a shelf registration statement filed with the Securities and Exchange Commission to register sales of debt, stock and other securities from time to time. We would use the net proceeds from the possible sale of these securities for acquisitions, repayment of existing debt or general corporate purposes.

Cash Flows

Operating Activities

	Fiscal Years		
	2012	2011	2010
	(in millions)		
Net cash flows from operating activities	\$ 570.1	\$ 616.4	\$ 258.2

The following items explain the significant changes in cash flows from operating activities over the past three fiscal years:

2012 vs. 2011

- Cash paid to outside hog suppliers was higher due to a 15% increase in average live hog market prices.
- Fiscal 2012 included net domestic tax payments of \$225.7 million compared to net refunds of \$34.8 million in the prior year.
- Cash paid for grain purchased by the Hog Production segment was approximately \$111.3 million higher than the prior year due to increased feed prices.
- Variable compensation paid in fiscal 2012 related to the prior year's performance was higher than the corresponding amount paid in fiscal 2011.
- We contributed \$142.8 million to our qualified and non-qualified pension plans in fiscal 2012 compared to \$128.5 million in fiscal 2011.
- Cash received from customers increased primarily as a result of higher selling prices.
- Cash received for the settlement of commodity derivative contracts and for margin requirements increased \$82.0 million.

2011 vs. 2010

- Cash received from customers increased due to higher selling prices on fresh pork, packaged meats and live hogs.
- Cash received for the settlement of commodity derivative contracts and for margin requirements increased \$315.9 million.
- We received cash dividends from CFG of approximately \$3.4 million in fiscal 2011 compared to \$16.6 million in fiscal 2010.
- Cash paid to outside hog suppliers was significantly higher than the prior year due to a 29% increase in average domestic live hog market prices.
- Cash paid for grain purchased by the Hog Production segment was approximately \$139.1 million higher than the prior year due to increased feed prices.
- We contributed \$128.5 million to our qualified and non-qualified pension plans in fiscal 2011 compared to \$73.9 million in fiscal 2010.
- In fiscal 2011, we transferred a total \$27.2 million of cash to our workers compensation service providers to replace letters of credit previously held as collateral in these arrangements.

Investing Activities

	Fiscal Years		
	2012	2011	2010
	(in millions)		
Capital expenditures	\$ (290.7)	\$ (176.8)	\$ (174.7)
Dispositions	—	261.5	23.3
Insurance proceeds	—	120.6	9.9
Net (additions) proceeds of breeding stock	(2.3)	26.2	(8.0)
Proceeds from sale of property, plant and equipment	6.4	22.8	11.7
Other	—	—	4.0
Net cash flows from investing activities	<u>\$ (286.6)</u>	<u>\$ 254.3</u>	<u>\$ (133.8)</u>

The following items explain the significant investing activities for each of the past three fiscal years:

2012

- Capital expenditures included \$32.8 million related to our Kinston, North Carolina plant expansion project and \$30.9 million related to the Cost Savings Initiative. The remaining capital expenditures primarily related to plant and hog farm improvement projects

2011

- Capital expenditures primarily related to plant and hog farm improvement projects, including approximately \$44.0 million related to the Cost Savings Initiative.
- Dispositions included proceeds from the sale of our investment in Butterball, LLC and our related turkey production assets and proceeds from the sale of hog operations in Texas, Oklahoma and Iowa.
- The insurance proceeds represent the gain on involuntary conversion of property, plant and equipment due to the Patrick Cudahy fire upon the final settlement of claims with our insurance carriers in the third quarter of fiscal 2011.
- Proceeds from the sale of property, plant and equipment includes \$9.1 million from the sale of farm land in Texas.

2010

- Capital expenditures were primarily related to the Restructuring Plan, the purchase of property and equipment previously leased and plant and hog farm improvement projects.
- Dispositions included \$14.2 million in proceeds from the sale of our interest in Farasia and \$9.1 million in proceeds from the sale of RMH, a subsidiary in the Pork segment.

- The insurance proceeds represent the portion of total insurance proceeds that were attributable to the destruction of property, plant and equipment due to the fire that occurred at our Patrick Cudahy facility.

Financing Activities

	Fiscal Years		
	2012	2011	2010
	(in millions)		
Principal payments on long-term debt and capital lease obligations	\$ (152.7)	\$ (944.5)	\$ (333.3)
Net (repayments) borrowings on revolving credit facilities and notes payables	(0.3)	21.6	(491.6)
Proceeds from the issuance of long-term debt	—	—	840.4
Repurchase of common stock	(189.5)	—	—
Net proceeds from the issuance of common stock and stock option exercises	1.3	1.2	296.9
Change in cash collateral	23.9	(23.9)	—
Purchase of redeemable noncontrolling interest	—	—	(38.9)
Debt issuance costs and other	(11.1)	—	(64.6)
Net cash flows from financing activities	<u>\$ (328.4)</u>	<u>\$ (945.6)</u>	<u>\$ 208.9</u>

The following items explain the significant financing activities for each of the past three fiscal years:

2012

- We redeemed the remaining \$77.8 million of our 7% senior unsecured notes due August 2011 and repurchased \$59.7 million of our 10% senior secured notes due July 2014.
- We repurchased 9,176,704 shares of our common stock for \$189.5 million as part of the share repurchase program approved by our board of directors in June 2011 (fiscal 2012), which is more fully explained under "Additional Matters Affecting Liquidity."
- We received \$20.0 million of cash previously held in a deposit account to serve as collateral for overdrafts on certain of our bank accounts and \$3.9 million of cash from the counterparty of our interest rate swap contract which expired in August 2011 (fiscal 2012).
- We paid \$11.0 million of debt issuance costs in connection with the refinancing of the ABL Credit Facility.

2011

- We repurchased \$522.2 million of our 7% senior unsecured notes due August 2011 through open market purchases as well as a tender offer. Also, we repurchased \$190.0 million and \$200.9 million of our 7.75% senior unsecured notes due May 2013 and our 10% senior secured notes due July 2014, respectively, as a result of a tender offer that expired on February 9, 2011.
- We repaid \$16.2 million in outstanding notes payable and received \$40.4 million from draws on credit facilities in the International segment.
- We repaid \$30.1 million on outstanding loans in the International segment.
- We transferred \$20.0 million of cash into a deposit account to serve as collateral for overdrafts on certain of our bank accounts in place of letters of credit previously used under our banking agreement and \$3.9 million of cash to the counterparty of our interest rate swap contract to serve as collateral and replace letters of credit previously provided under the contract.

2010

- In July 2009, we issued \$625 million aggregate principal amount of 10% senior secured notes at a price equal to 96.201% of their face value. In August 2009, we issued an additional \$225 million aggregate principal amount of 10% senior secured notes at a price equal to 104% of their face value, plus accrued interest from July 2, 2009 to August 14, 2009. Collectively, these notes, which mature in July 2014, are referred to as the "2014 Notes." Interest payments are due semi-annually on January 15 and July 15. The 2014 Notes are guaranteed by substantially all of our U.S. subsidiaries.

We used the net proceeds from the issuance of the 2014 Notes, together with other available cash, to repay borrowings and terminate commitments under the U.S. Credit Facility, to repay the outstanding balance under the Euro Credit Facility, to repay and/or refinance other indebtedness and for other general corporate purposes.

- In July 2009, we entered into a \$200.0 million term loan due August 29, 2013 (the Rabobank Term Loan), which replaced our then existing \$200.0 million term loan that was scheduled to mature in August 2011. In June 2011 (fiscal 2012), we refinanced the Rabobank Term Loan and extended its maturity to June 9, 2016. Under the new terms, we are obligated to repay \$25.0 million on June 9, 2015. We may elect to prepay the loan at any time, subject to the payment of certain prepayment fees in respect of any voluntary prepayment prior to June 9, 2013 and other customary breakage costs.
- In September 2009, we issued 21,660,649 shares of common stock in a registered public offering at \$13.85 per share. In October 2009, we issued an additional 598,141 shares of common stock at \$13.85 per share to cover over-allotments from the offering. We incurred costs of \$13.5 million associated with the offering. The net proceeds from the offering were used to repay our \$206.3 million senior unsecured notes, which matured in October 2009, and for working capital and other general corporate purposes.
- We paid debt issuance costs totaling \$64.6 million related to the 2014 Notes, the Rabobank Term Loan and the ABL Credit Facility. The debt issuance costs were capitalized and are being amortized into interest expense over the life of each instrument or have been expensed as part debt extinguishment.
- In November 2009, the noncontrolling interest holders of Premium Pet Health, LLC (PPH), a subsidiary in our Pork segment, notified us of their intention to exercise their put option, requiring us to purchase all of their ownership interests in the subsidiary. In December 2009, we acquired the remaining 49% interest in PPH for \$38.9 million. PPH is a leading protein by-product processor that supplies many of the leading pet food processors in the United States.

Capitalization

	April 29, 2012	May 1, 2011
	(in millions)	
10% senior secured notes, due July 2014, including unamortized discounts of \$7.0 million and \$11.2 million	\$ 357.4	\$ 412.9
10% senior secured notes, due July 2014, including unamortized premiums of \$4.4 million and \$6.1 million	229.4	231.1
7.75% senior unsecured notes, due July 2017	500.0	500.0
4% senior unsecured Convertible Notes, due June 2013, including unamortized discounts of \$26.8 million and \$47.3 million	373.2	352.7
7.75% senior unsecured notes, due May 2013	160.0	160.0
7% senior unsecured notes, due August 2011, including unamortized premiums of \$0.2 million	—	78.0
Floating rate senior secured term loan, due June 2016	200.0	200.0
Various, interest rates from 0% to 7.47%, due May 2012 through March 2017	117.3	160.0
Total debt	1,937.3	2,094.7
Current portion	(62.5)	(143.2)
Total long-term debt	\$ 1,874.8	\$ 1,951.5
Total shareholders' equity	\$ 3,387.3	\$ 3,545.5

Interest Rate Spread

Although we had no borrowings on the Inventory Revolver or the Securitization Facility as of April 29, 2012, the applicable interest rates would have been LIBOR plus 2.5% and the lender's cost of funds of 0.28% plus 1.25%, respectively. Both interest rate spreads are based on pricing-level grids in the respective agreements and determined by our Funded Debt to EBITDA ratio (as defined in the Second Amended and Restated Credit Agreement).

Guarantees

As part of our business, we are party to various financial guarantees and other commitments as described below. These arrangements involve elements of performance and credit risk that are not included in the consolidated balance sheet. We could become liable in connection with these obligations depending on the performance of the guaranteed party or the occurrence of future events that we are unable to predict. If we consider it probable that we will become responsible for an obligation, we will record the liability in our consolidated balance sheet.

We (together with our joint venture partners) guarantee financial obligations of certain unconsolidated joint ventures. The financial obligations are: up to \$87.0 million of debt borrowed by Agroindustrial del Noroeste (Norson), of which \$58.0 million was outstanding as of April 29, 2012, and up to \$3.5 million of liabilities with respect to currency swaps executed by another of our unconsolidated Mexican joint ventures, Granjas Carroll de Mexico. The covenants in the guarantee relating to Norson's debt incorporate our covenants under the Inventory Revolver. In addition, we continue to guarantee a lease obligation of \$11.3 million that was assumed by JBS in connection with the sale of Smithfield Beef, Inc. This lease guarantee may remain in place until the lease expires in February 2022.

Additional Matters Affecting Liquidity

Capital Projects

As of April 29, 2012, we anticipate capital expenditures of approximately \$167 million during fiscal 2013, including approximately \$52 million related to our Kinston, North Carolina plant expansion project, which is more fully explained under "Significant Events Affecting Results of Operations" above. These expenditures are expected to be funded with cash flows from operations and/or borrowings under credit facilities.

Share Repurchase Program

In June 2011 (fiscal 2012), we announced that our board of directors had approved a share repurchase program authorizing us to buy up to \$150.0 million of our common stock over the subsequent 24 month period (the Share Repurchase Program). This authorization replaced our previous share repurchase program.

In September 2011 (fiscal 2012), our board of directors approved an increase of \$100.0 million to the authorized amount of the Share Repurchase Program. Share repurchases may be made on the open market or in privately negotiated transactions. The number of shares repurchased, and the timing of any buybacks, depend on corporate cash balances, business and economic conditions and other factors, including investment opportunities. The Share Repurchase Program may be discontinued at any time.

In connection with the Share Repurchase Program, we entered into an agreement with a broker (the Trading Plan) which authorized it to purchase our common stock on our behalf based on certain parameters, in accordance with the applicable requirements of Rule 10b5-1(c)(1)(i) and Rule 10b-18 under the Securities Exchange Act of 1934.

During fiscal 2012, we repurchased 9,176,704 shares of our common stock for \$189.5 million, including related fees. Subsequent to April 29, 2012 and through June 13, 2012, our broker purchased on our behalf an additional 2,618,785 shares of our common stock under the Trading Plan for \$52.2 million, including related fees. All share repurchases were funded from cash on hand.

In June 2012 (fiscal 2013), we announced that our board of directors had approved a new share repurchase program authorizing us to buy up to \$250 million of our common stock over the next 24 months in addition to those amounts previously authorized under the Share Repurchase Program. We intend to fund share repurchases from cash on hand. Share repurchases may be made on the open market, or in privately negotiated transactions. The number of shares repurchased, and the timing of any buybacks, will depend on corporate cash balances, business and economic conditions, and other factors, including investment opportunities. The program may be discontinued at any time.

Group Pens

In January 2007 (fiscal 2007), we announced a voluntary, ten-year program to phase out individual gestation stalls at our company-owned sow farms and replace the gestation stalls with group pens. We currently estimate the total cost of our transition to group pens to be approximately \$300.0 million. This program represents a significant financial commitment and reflects our desire to be more animal friendly, as well as to address the concerns and needs of our customers. As of the end of calendar year 2011, we had completed conversions to group housing for over 30% of our sows on company-owned farms. We will continue the conversion as planned with the objective of completing conversions for all sows on company-owned farms by the end of 2017.

Risk Management Activities

We are exposed to market risks primarily from changes in commodity prices, and to a lesser degree, interest rates and foreign exchange rates. To mitigate these risks, we utilize derivative instruments to hedge our exposure to changing prices and rates, as more fully described under “Derivative Financial Instruments” below. Our liquidity position may be positively or negatively affected by changes in the underlying value of our derivative portfolio. When the value of our open derivative contracts decrease, we may be required to post margin deposits with our brokers to cover a portion of the decrease. Conversely, when the value of our open derivative contracts increase, our brokers may be required to deliver margin deposits to us for a portion of the increase. During fiscal 2012, margin deposits posted by us ranged from \$(32.9) million to \$115.0 million (negative amounts representing margin deposits we received from our brokers). The average daily amount on deposit with brokers during fiscal 2012 was \$27.1 million. As of April 29, 2012, the net amount on deposit with us was \$9.5 million.

The effects, positive or negative, on liquidity resulting from our risk management activities tend to be mitigated by offsetting changes in cash prices in our core business. For example, in a period of rising grain prices, gains resulting from long grain derivative positions would generally be offset by higher cash prices paid to farmers and other suppliers in spot markets. These offsetting changes do not always occur, however, in the same amounts or in the same period, with lag times of as much as twelve months.

Pension Plan Funding

Funding requirements for our pension plans are determined based on the funded status measured at the end of each year. The values of our pension obligation and related assets may fluctuate significantly, which may in turn lead to a larger underfunded status in our pension plans and a higher funding requirement. We contributed \$142.8 million to our qualified pension plans in fiscal 2012. Our expected minimum funding requirement in fiscal 2013 is \$44.8 million.

Litigation Costs

PSF, certain of our other subsidiaries and affiliates and we are parties to litigation in Missouri involving a number of claims alleging that hog farms owned or under contract with the defendants interfered with the plaintiffs’ use and enjoyment of their properties. These claims, and an update of recent developments, including substantial progress in the consummation of a global settlement and settlements with certain insurance carriers, are more fully described in “Item 3. Legal Proceedings—Missouri Litigation.” We established a reserve estimating our liability for these and similar potential claims on the opening balance sheet for our acquisition of PSF. Consequently, expenses and other liabilities associated with these claims will not affect our profits or losses unless our reserve proves to be insufficient or excessive. The global settlement, if consummated on the terms contemplated, would not be materially different than the accrual. However, payments made under the global settlement, if consummated, will negatively impact our cash flows and liquidity position. In addition, in the event the global settlement is not consummated, legal expenses incurred in our and our subsidiaries’ defense of these claims and any payments made to plaintiffs through unfavorable verdicts or otherwise will also negatively impact our cash flows and our liquidity position. In any event, we do not expect such payments to have a material adverse impact on our overall financial position or liquidity.

Contractual Obligations and Commercial Commitments

The following table provides information about our contractual obligations and commercial commitments as of April 29, 2012.

	Payments Due By Period				
	Total	< 1 Year	1-3 Years	3-5 Years	> 5 Years
	(in millions)				
Long-term debt	\$ 1,937.3	\$ 62.5	\$ 1,157.5	\$ 217.3	\$ 500.0
Interest	445.4	139.3	200.5	86.2	19.4
Capital lease obligations, including interest	27.6	1.0	2.1	1.9	22.6
Operating leases	169.0	41.5	52.1	31.8	43.6
Capital expenditure commitments	40.6	40.6	—	—	—
Purchase obligations:					
Hog procurement ⁽¹⁾	6,089.8	1,426.8	1,993.3	1,562.1	1,107.6
Contract hog growers ⁽²⁾	1,257.5	387.9	326.9	209.3	333.4
Grain procurement ⁽³⁾	228.7	228.7	—	—	—
Other	52.4	26.7	5.4	4.1	16.2
Total	<u>\$ 10,248.3</u>	<u>\$ 2,355.0</u>	<u>\$ 3,737.8</u>	<u>\$ 2,112.7</u>	<u>\$ 2,042.8</u>

⁽¹⁾ Through the Pork and International segments, we have purchase agreements with certain hog producers. Some of these arrangements obligate us to purchase all of the hogs produced by these producers. Other arrangements obligate us to purchase a fixed amount of hogs. Due to the uncertainty of the number of hogs that we are obligated to purchase and the uncertainty of market prices at the time of hog purchases, we have estimated our obligations under these arrangements. Future payments were estimated using current live hog market prices, available futures contract prices and internal projections adjusted for historical quality premiums.

⁽²⁾ Through the Hog Production segment, we use independent farmers and their facilities to raise hogs produced from our breeding stock. Under multi-year contracts, the farmers provide the initial facility investment, labor and front line management in exchange for a performance-based service fee payable upon delivery. We are obligated to pay this service fee for all hogs delivered. We have estimated our obligation based on expected hogs delivered from these farmers.

⁽³⁾ Includes fixed price forward grain purchase contracts totaling \$117.5 million. Also includes unpriced forward grain purchase contracts which, if valued as of April 29, 2012 market prices, would be \$111.2 million. These forward grain contracts are accounted for as normal purchases. As a result, they are not recorded in the balance sheet.

OFF-BALANCE SHEET ARRANGEMENTS

We do not have any off-balance sheet arrangements that have a material current effect, or that are reasonably likely to have a material future effect, on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

DERIVATIVE FINANCIAL INSTRUMENTS

We are exposed to market risks primarily from changes in commodity prices, as well as interest rates and foreign exchange rates. To mitigate these risks, we utilize derivative instruments to hedge our exposure to changing prices and rates.

Derivative instruments are recorded in the balance sheet as either assets or liabilities at fair value. For derivatives that qualify and have been designated as cash flow or fair value hedges for accounting purposes, changes in fair value have no net impact on earnings, to the extent the derivative is considered perfectly effective in achieving offsetting changes in fair value or cash flows attributable to the risk being hedged, until the hedged item is recognized in earnings (commonly referred to as the “hedge accounting” method). For derivatives that do not qualify or are not designated as hedging instruments for accounting purposes, changes in fair value are recorded in current period earnings (commonly referred to as the “mark-to-market” method). Under this guidance, we may elect either method of accounting for our derivative portfolio, assuming all the necessary requirements are met. We have in the past availed ourselves of either acceptable method and expect to do so in the future. We believe all of our derivative instruments represent economic hedges against changes in prices and rates, regardless of their designation for accounting purposes.

When available, we use quoted market prices to determine the fair value of our derivative instruments. This may include exchange prices, quotes obtained from brokers, or independent valuations from external sources, such as banks. In some cases where market prices are not available, we make use of observable market based inputs to calculate fair value.

The size and mix of our derivative portfolio varies from time to time based upon our analysis of current and future market conditions. The following table presents the fair values of our open derivative financial instruments in the consolidated balance sheets ⁽¹⁾.

	April 29, 2012	May 1, 2011
	(in millions)	
Grains	\$ 33.8	\$ 75.0
Livestock	23.1	(12.9)
Energy	(12.2)	0.9
Interest rates	—	(2.3)
Foreign currency	3.6	(1.4)

⁽¹⁾ Negative amounts represent net liabilities

Sensitivity Analysis

The following table presents the sensitivity of the fair value of our open derivative contracts to a hypothetical 10% change in market prices or in interest rates and foreign exchange rates, as of April 29, 2012 and May 1, 2011.

	April 29, 2012	May 1, 2011
	(in millions)	
Grains	\$ 49.4	\$ 33.1
Livestock	18.0	85.4
Energy	3.3	0.3
Interest rates	—	—
Foreign currency	11.9	11.0

Commodities Risk

Our meat processing and hog production operations use various raw materials, mainly corn, lean hogs, live cattle, pork bellies, soybeans and wheat, which are actively traded on commodity exchanges. We hedge these commodities when we determine conditions are appropriate to mitigate the inherent price risks. While this hedging may limit our ability to participate in gains from favorable commodity fluctuations, it also tends to reduce the risk of loss from adverse changes in raw material prices. Commodities underlying our derivative instruments are subject to significant price fluctuations. Any requirement to mark-to-market the positions that have not been designated or do not qualify for hedge accounting could result in volatility in our results of operations. We attempt to closely match the hedging instrument terms with the hedged item's terms. Gains and losses resulting from our commodity derivative contracts are recorded in cost of sales except for lean hog contracts that are designated in cash flow hedging relationships, which are recorded in sales, and are offset by increases and decreases in cash prices in our core business (with such increases and decreases also reflected in cost of sales). For example, in a period of rising grain prices, gains resulting from long grain derivative positions would generally be offset by higher cash prices paid to farmers and other suppliers in spot markets. However, under the "mark-to-market" method described above, these offsetting changes do not always occur in the same period, with lag times of as much as twelve months.

Interest Rate and Foreign Currency Exchange Risk

We periodically enter into interest rate swaps to hedge our exposure to changes in interest rates on certain financial instruments and to manage the overall mix of fixed rate and floating rate debt instruments. We also periodically enter into foreign exchange forward contracts to hedge exposure to changes in foreign currency rates on foreign denominated assets and liabilities as well as forecasted transactions denominated in foreign currencies.

The following tables present the effects on our consolidated financial statements from our derivative instruments and related hedged items:

Cash Flow Hedges

	Gain (Loss) Recognized in Other Comprehensive Income (Loss) on Derivative (Effective Portion)			Gain (Loss) Reclassified from Accumulated Other Comprehensive Loss into Earnings (Effective Portion)			Gain (Loss) Recognized in Earnings on Derivative (Ineffective Portion)		
	2012	2011	2010	2012	2011	2010	2012	2011	2010
	(in millions)			(in millions)			(in millions)		
<i>Commodity contracts:</i>									
Grain contracts	\$ 5.5	\$ 232.9	\$ (4.0)	\$ 75.1	\$ 80.7	\$ (85.4)	\$ (0.2)	\$ 1.9	\$ (7.2)
Lean hog contracts	102.8	(82.8)	(22.8)	32.3	(44.5)	1.9	(0.5)	(1.0)	(0.5)
Interest rate contracts	—	(1.2)	(4.6)	(2.4)	(7.0)	(6.8)	—	—	—
Foreign exchange contracts	(2.5)	(4.1)	6.1	(4.1)	(2.6)	(8.0)	—	—	—
Total	\$ 105.8	\$ 144.8	\$ (25.3)	\$ 100.9	\$ 26.6	\$ (98.3)	\$ (0.7)	\$ 0.9	\$ (7.7)

Fair Value Hedges

	Gain (Loss) Recognized in Earnings on Derivative			Gain (Loss) Recognized in Earnings on Related Hedged Item		
	2012	2011	2010	2012	2011	2010
	(in millions)			(in millions)		
Commodity contracts	\$ 21.9	\$ (4.2)	\$ (36.2)	\$ (16.7)	\$ 5.4	\$ 32.4
Interest rate contracts	—	—	0.6	—	—	(0.6)
Foreign exchange contracts	—	—	3.4	—	—	(1.5)
Total	<u>\$ 21.9</u>	<u>\$ (4.2)</u>	<u>\$ (32.2)</u>	<u>\$ (16.7)</u>	<u>\$ 5.4</u>	<u>\$ 30.3</u>

Mark-to-Market Method

	Fiscal Years		
	2012	2011	2010
	(in millions)		
Commodity contracts	\$ 6.4	\$ 63.4	\$ (92.4)
Foreign exchange contracts	7.7	(9.0)	(11.1)
Total	<u>\$ 14.1</u>	<u>\$ 54.4</u>	<u>\$ (103.5)</u>

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of consolidated financial statements requires us to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates and assumptions are based on our experience and our understanding of the current facts and circumstances. Actual results could differ from those estimates. The following is a summary of certain accounting policies and estimates we consider critical. Our accounting policies are more fully discussed in Note 1 in "Item 8. Financial Statements and Supplementary Data."

Description	Judgments and Uncertainties	Effect if Actual Results Differ From Assumptions
Contingent liabilities		
<p>We are subject to lawsuits, investigations and other claims related to the operation of our farms, labor, livestock procurement, securities, environmental, product, taxing authorities and other matters, and are required to assess the likelihood of any adverse judgments or outcomes to these matters, as well as potential ranges of probable losses and fees.</p> <p>A determination of the amount of reserves and disclosures required, if any, for these contingencies are made after considerable analysis of each individual issue. We accrue for contingent liabilities when an assessment of the risk of loss is probable and can be reasonably estimated. We disclose contingent liabilities when the risk of loss is reasonably possible or probable.</p>	<p>Our contingent liabilities contain uncertainties because the eventual outcome will result from future events, and determination of current reserves requires estimates and judgments related to future changes in facts and circumstances, differing interpretations of the law and assessments of the amount of damages or fees, and the effectiveness of strategies or other factors beyond our control.</p>	<p>We have not made any material changes in the accounting methodology used to establish our contingent liabilities during the past three fiscal years.</p> <p>We established an accrual with respect to the Missouri nuisance suits, described in "Item 3. Legal Proceedings" above, on the opening balance sheet for our acquisition of PSF in fiscal 2008 and we have periodically adjusted that accrual as developments have occurred. The accrual, as adjusted from time to time, represents our best estimate of the probable loss for these suits. In response to recent developments, including substantial progress in the consummation of a global settlement, we recognized \$22.2 million in net charges in fiscal 2012.</p> <p>We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to calculate our contingent liabilities. However, if actual results are not consistent with our estimates or assumptions, we may be exposed to gains or losses that could be material.</p>

Description	Judgments and Uncertainties	Effect if Actual Results Differ From Assumptions
Marketing and advertising costs		
<p>We incur advertising, customer incentive and consumer incentive costs to promote products through marketing programs. These programs include cooperative advertising, volume discounts, in-store display incentives, coupons and other programs.</p>	<p>Recognition of the costs related to these programs contains uncertainties due to judgment required in estimating the potential performance and redemption of each program. These estimates are based on many factors, including experience of similar promotional programs.</p>	<p>We have not made any material changes in the accounting methodology used to establish our marketing accruals during the past three fiscal years.</p> <p>We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to calculate our marketing accruals. However, if actual results are not consistent with our estimates or assumptions, we may be exposed to gains or losses that could be material.</p>
<p>Advertising costs are charged in the period incurred except for certain production costs, which are expensed upon the first airing of the advertisement. We accrue customer and consumer incentive costs based on the estimated performance, historical utilization and redemption of each program.</p>		
<p>Except for certain amounts related to cooperative advertising arrangements, cash consideration given to customers is considered a reduction in the price of our products, thus recorded as a reduction to sales. The remainder of marketing and advertising costs is recorded as a selling, general and administrative expense.</p>		

Description	Judgments and Uncertainties	Effect if Actual Results Differ From Assumptions
Accrued self insurance		
<p>We are self insured for certain losses related to health and welfare, workers' compensation, auto liability and general liability claims.</p>	<p>Our self-insurance liabilities contain uncertainties due to assumptions required and judgment used. Costs to settle our obligations, including legal and healthcare costs, could increase or decrease causing estimates of our self-insurance liabilities to change. Incident rates, including frequency and severity, could increase or decrease causing estimates in our self-insurance liabilities to change.</p>	<p>We have not made any material changes in the accounting methodology used to establish our self-insurance liabilities during the past three fiscal years.</p> <p>We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to calculate our self-insurance liabilities. However, if actual results are not consistent with our estimates or assumptions, we may be exposed to gains or losses that could be material. A 10% increase in the estimates as of April 29, 2012, would result in an increase in the amount we recorded for our insurance liabilities of approximately \$10.8 million.</p>
<p>We use an independent third-party actuary to assist in the determination of certain of our self-insurance liabilities. We and the actuary consider a number of factors when estimating our self-insurance liability, including claims experience, demographic factors, severity factors and other actuarial assumptions.</p>		
<p>We periodically review our estimates and assumptions with our third-party actuary to assist us in determining the adequacy of our self-insurance liability.</p>		
Impairment of long-lived assets		
<p>Long-lived assets are evaluated for impairment whenever events or changes in circumstances indicate the carrying value may not be recoverable. Examples include a current expectation that a long-lived asset will be disposed of significantly before the end of its previously estimated useful life, a significant adverse change in the extent or manner in which we use a long-lived asset or a change in its physical condition.</p>	<p>Our impairment analysis contains uncertainties due to judgment in assumptions and estimates surrounding undiscounted future cash flows of the long-lived asset, including forecasting useful lives of assets and selecting the discount rate that reflects the risk inherent in future cash flows.</p>	<p>We have not made any material changes in the accounting methodology used to evaluate the impairment of long-lived assets during the last three years.</p> <p>We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to calculate impairments of long-lived assets. However, if actual results are not consistent with our estimates and assumptions used to calculate estimated future cash flows, we may be exposed to future impairment losses that could be material.</p>
<p>When evaluating long-lived assets for impairment, we compare the carrying value of the asset to the asset's estimated undiscounted future cash flows. Impairment is recorded if the estimated future cash flows are less than the carrying value of the asset. The impairment is the excess of the carrying value over the fair value of the long-lived asset.</p>		
<p>We recorded impairment charges related to long-lived assets of \$2.9 million, \$9.2 and \$48.1 million (including \$6.5 million of goodwill) in fiscal 2012, 2011 and 2010, respectively.</p>		

Description	Judgments and Uncertainties	Effect if Actual Results Differ From Assumptions
Impairment of goodwill and other non-amortized intangible assets		
<p>Goodwill and indefinite-lived intangible assets are tested for impairment annually in the fourth quarter, or sooner if impairment indicators arise. In the evaluation of goodwill for impairment, we may perform a qualitative assessment to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If it is not, no further analysis is required. If it is, a prescribed two-step goodwill impairment test is performed to identify potential goodwill impairment and measure the amount of goodwill impairment loss to be recognized for that reporting unit, if any.</p>	<p>We estimate the fair value of our reporting units by applying valuation multiples and/or estimating future discounted cash flows.</p>	<p>We have not made any material changes in the accounting methodology used to evaluate impairment of goodwill and other intangible assets during the last three years.</p>
<p>The first step in the two-step impairment test is to identify if a potential impairment exists by comparing the fair value of a reporting unit with its carrying amount, including goodwill. If the fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not considered to have a potential impairment and the second step of the impairment test is not necessary. However, if the carrying amount of a reporting unit exceeds its fair value, the second step is performed to determine if goodwill is impaired and to measure the amount of impairment loss to recognize, if any.</p>	<p>The selection of multiples and cash flows is dependent upon assumptions regarding future levels of operating performance as well as business trends and prospects, and industry, market and economic conditions.</p>	<p>As of April 29, 2012, we had \$768.2 million of goodwill and \$346.2 million of other non-amortized intangible assets. Our goodwill is included in the following segments:</p>
<p>The second step compares the implied fair value of goodwill with the carrying amount of goodwill. If the implied fair value of goodwill exceeds the carrying amount, goodwill is not considered impaired. However, if the carrying amount of goodwill exceeds the implied fair value, an impairment loss is recognized in an amount equal to that excess.</p>	<p>A discounted cash flow analysis requires us to make various judgmental assumptions about sales, operating margins, growth rates and discount rates. When estimating future discounted cash flows, we consider the assumptions that hypothetical marketplace participants would use in estimating future cash flows. In addition, where applicable, an appropriate discount rate is used, based on our cost of capital or location-specific economic factors.</p>	<ul style="list-style-type: none"> • \$215.7 million – Pork • \$132.5 million – International • \$420.0 million – Hog Production <p>As a result of the first step of our 2012 goodwill impairment analysis, the fair value of each reporting unit exceeded its carrying value. Therefore, the second step was not necessary. A hypothetical 10% decrease in the estimated fair value of our reporting units would not result in an impairment.</p> <p>Our fiscal 2012 other non-amortized intangible asset impairment analysis did not result in an impairment charge. A hypothetical 10% decrease in the estimated fair value of our intangible assets would not result in a material impairment.</p>
	<p>We experienced significant losses in our domestic hog production operations in fiscal 2009 and fiscal 2010 resulting primarily from record high grain prices and an oversupply of hogs in the market. Our Hog Production segment returned to profitability in fiscal 2011. The fair value estimates of our Hog Production reporting units assume normalized operating margin assumptions based on long-term expectations and margins historically realized in the hog production industry.</p>	
	<p>The fair values of trademarks have been calculated using a royalty rate method. Assumptions about royalty rates are based on the rates at which similar brands and trademarks are licensed in the marketplace.</p>	
	<p>Our impairment analysis contains uncertainties due to uncontrollable events that could positively or negatively impact the anticipated future economic and operating conditions.</p>	

Description	Judgments and Uncertainties	Effect if Actual Results Differ From Assumptions
<p>The implied fair value of goodwill is determined in the same manner as the amount of goodwill recognized in a business combination (i.e., the fair value of the reporting unit is allocated to all the assets and liabilities, including any unrecognized intangible assets, as if the reporting unit had been acquired in a business combination and the fair value of the reporting unit was the purchase price paid to acquire the reporting unit).</p>		
<p>For our other non-amortized intangible assets, if the carrying value of the intangible asset exceeds its fair value, an impairment loss is recognized in an amount equal to that excess.</p>		
<p>We have elected to make the first day of the fourth quarter the annual impairment assessment date for goodwill and other intangible assets. However, we could be required to evaluate the recoverability of goodwill and other intangible assets prior to the required annual assessment if we experience disruptions to the business, unexpected significant declines in operating results, divestiture of a significant component of the business or a decline in market capitalization. For example, in fiscal 2009, we performed an interim test of the carrying amount of goodwill related to our U.S. hog production operations due to significant losses incurred in our hog production operations, the deteriorating macro-economic environment, the continued market volatility and the decrease in our market capitalization.</p>		

Description	Judgments and Uncertainties	Effect if Actual Results Differ From Assumptions
Income taxes		
We estimate total income tax expense based on statutory tax rates and tax planning opportunities available to us in various jurisdictions in which we earn income.	Changes in tax laws and rates could affect recorded deferred tax assets and liabilities in the future.	We do not believe there is a reasonable likelihood there will be a material change in the tax related balances or valuation allowances. However, due to the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from the current estimate of the tax liabilities.
Federal income taxes include an estimate for taxes on earnings of foreign subsidiaries expected to be remitted to the United States and be taxable, but not for earnings considered indefinitely invested in the foreign subsidiary.	Changes in projected future earnings could affect the recorded valuation allowances in the future. Our calculations related to income taxes contain uncertainties due to judgment used to calculate tax liabilities in the application of complex tax regulations across the tax jurisdictions where we operate.	
Deferred income taxes are recognized for the future tax effects of temporary differences between financial and income tax reporting using tax rates in effect for the years in which the differences are expected to reverse.	Our analysis of unrecognized tax benefits contain uncertainties based on judgment used to apply the more likely than not recognition and measurement thresholds.	To the extent we prevail in matters for which liabilities have been established, or are required to pay amounts in excess of our recorded liabilities, our effective tax rate in a given financial statement period could be materially affected. An unfavorable tax settlement may require use of our cash and result in an increase in our effective tax rate in the period of resolution. A favorable tax settlement could be recognized as a reduction in our effective tax rate in the period of resolution.
Valuation allowances are recorded when it is likely a tax benefit will not be realized for a deferred tax asset.		
We record unrecognized tax benefit liabilities for known or anticipated tax issues based on our analysis of whether, and the extent to which, additional taxes will be due. This analysis is performed in accordance with the applicable accounting guidance.		

Description	Judgments and Uncertainties	Effect if Actual Results Differ From Assumptions
Pension Accounting		
<p>We provide the majority of our U.S. employees with pension benefits. We account for our pension plans in accordance with the applicable accounting guidance, which requires us to recognize the funded status of our pension plans in our consolidated balance sheets and to recognize, as a component of other comprehensive income (loss), the gains or losses and prior service costs or credits that arise during the period, but are not recognized in net periodic benefit cost.</p>	<p>The measurement of our pension obligation and costs is dependent on a variety of assumptions regarding future events. The key assumptions we use include discount rates, salary growth, retirement ages/mortality rates and the expected return on plan assets.</p>	<p>If actual results are not consistent with our estimates or assumptions, we may be exposed to gains or losses that could be material. For example, the discount rate used to measure our projected benefit obligation decreased from 5.85% as of May 1, 2011 to 4.75% as of April 29, 2012, which is the primary cause for a \$213.6 million decline in funded status and an expected increase in net pension cost of \$38.9 million in fiscal 2013.</p>
<p>We use an independent third-party actuary to assist in the determination of our pension obligation and related costs.</p>	<p>These assumptions may have an effect on the amount and timing of future contributions. The discount rate assumption is based on investment yields available at year-end on corporate bonds rated AA and above with a maturity to match our expected benefit payment stream. The salary growth assumption reflects our long-term actual experience, the near-term outlook and assumed inflation. Retirement rates are based primarily on actual plan experience. Mortality rates are based on mandated mortality tables, which have flexibility to consider industry specific groups, such as blue collar or white collar. The expected return on plan assets reflects asset allocations, investment strategy and historical returns of the asset categories. The effects of actual results differing from these assumptions are accumulated and amortized over future periods and, therefore, generally affect our recognized expense in such future periods.</p>	<p>An additional 0.50% decrease in the discount rate used to measure our projected benefit obligation would have further reduced the funded status by \$111.9 million as of April 29, 2012, and would have resulted in an additional \$12.9 million in net pension cost above our expected amount for fiscal 2013.</p>
<p>We generally contribute the minimum amount required under government regulations to our qualified pension plans. We funded \$142.8 million, \$95.1 million and \$62.6 million to our qualified pension plans during fiscal 2012, 2011 and 2010, respectively. We expect to fund at least \$44.8 million in fiscal 2013.</p>	<p>The following weighted average assumptions were used to determine our benefit obligation and net benefit cost for fiscal 2012:</p>	<p>A 0.50% decrease in expected return on plan assets would have resulted in an additional \$5.1 million in net pension cost above our expected amount for in fiscal 2013.</p>
	<ul style="list-style-type: none"> • 5.85% – Discount rate to determine net benefit cost • 4.75% – Discount rate to determine pension benefit obligation • 7.75% – Expected return on plan assets • 4.00% – Salary growth 	<p>In addition to higher net pension cost, a significant decrease in the funded status of our pension plans caused by either a devaluation of plan assets or a decline in the discount rate would result in higher pension funding requirements.</p>

Derivatives Accounting

See “Derivative Financial Instruments” above for a discussion of our derivative accounting policy.

Recent Accounting Pronouncements

See Note 1 in “Item 8. Financial Statements and Supplementary Data” for information about recently issued accounting standards not yet adopted by us, including their potential effects on our financial statements.

FORWARD-LOOKING INFORMATION

This report contains “forward-looking” statements within the meaning of the federal securities laws. The forward-looking statements include statements concerning our outlook for the future, as well as other statements of beliefs, future plans and strategies or anticipated events, and similar expressions concerning matters that are not historical facts. Our forward-looking information and statements are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in, or implied by, the statements. These risks and uncertainties include the availability and prices of live hogs, raw materials, fuel and supplies, food safety, livestock disease, live hog production costs, product pricing, the competitive environment and related market conditions, risks associated with our indebtedness, including cost increases due to rising interest rates or changes in debt ratings or outlook, hedging risk, operating efficiencies, changes in foreign currency exchange rates, access to capital, the cost of compliance with and changes to regulations and laws, including changes in accounting standards, tax laws, environmental laws, agricultural laws and occupational, health and safety laws, adverse results from ongoing litigation, actions of domestic and foreign governments, labor relations issues, credit exposure to large customers, the ability to make effective acquisitions and successfully integrate newly acquired businesses into existing operations, our ability to effectively restructure portions of our operations and achieve cost savings from such restructurings and uncertainties described under “Item 1A. Risk Factors.” Readers are cautioned not to place undue reliance on forward-looking statements because actual results may differ materially from those expressed in, or implied by, the statements. Any forward-looking statement that we make speaks only as of the date of such statement, and we undertake no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise. Comparisons of results for current and any prior periods are not intended to express any future trends or indications of future performance, unless expressed as such, and should only be viewed as historical data.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Information about our exposure to market risk is included in “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations—Derivative Financial Instruments” of this Annual Report on Form 10-K.

All statements other than historical information required by this item are forward-looking statements. The actual impact of future market changes could differ materially because of, among others, the factors discussed in this Annual Report on Form 10-K.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM ON
INTERNAL CONTROL OVER FINANCIAL REPORTING**

The Board of Directors and Shareholders of Smithfield Foods, Inc.

We have audited Smithfield Foods, Inc. and subsidiaries internal control over financial reporting as of April 29, 2012 based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Smithfield Foods, Inc. and subsidiaries management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting in Item 9A. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Smithfield Foods, Inc. and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of April 29, 2012, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Smithfield Foods, Inc. and subsidiaries as of April 29, 2012 and May 1, 2011, and the related consolidated statements of income, comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended April 29, 2012 of Smithfield Foods, Inc. and subsidiaries and our report dated June 15, 2012 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Richmond, Virginia

June 15, 2012

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM
ON CONSOLIDATED FINANCIAL STATEMENTS**

The Board of Directors and Shareholders of Smithfield Foods, Inc.

We have audited the accompanying consolidated balance sheets of Smithfield Foods, Inc. and subsidiaries as of April 29, 2012 and May 1, 2011, and the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for each of the three years in the period ended April 29, 2012. Our audits also included the financial statement schedule listed in the Index at Item 15. These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Smithfield Foods, Inc. and subsidiaries at April 29, 2012 and May 1, 2011, and the consolidated results of their operations and their cash flows for each of the three years in the period ended April 29, 2012, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Smithfield Foods, Inc. and subsidiaries' internal control over financial reporting as of April 29, 2012, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated June 15, 2012 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Richmond, Virginia

June 15, 2012

SMITHFIELD FOODS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
(in millions, except per share data)

	Fiscal Years		
	2012	2011	2010
Sales	\$ 13,094.3	\$ 12,202.7	\$ 11,202.6
Cost of sales	11,544.9	10,488.6	10,472.5
Gross profit	1,549.4	1,714.1	730.1
Selling, general and administrative expenses	816.9	789.8	705.9
Gain on fire insurance recovery	—	(120.6)	—
Loss (income) from equity method investments	9.9	(50.1)	(38.6)
Operating profit	722.6	1,095.0	62.8
Interest expense	176.7	245.4	266.4
Loss on debt extinguishment	12.2	92.5	11.0
Income (loss) before income taxes	533.7	757.1	(214.6)
Income tax expense (benefit)	172.4	236.1	(113.2)
Net income (loss)	\$ 361.3	\$ 521.0	\$ (101.4)
<i>Net income (loss) per share:</i>			
Basic	\$ 2.23	\$ 3.14	\$ (.65)
Diluted	\$ 2.21	\$ 3.12	\$ (.65)
<i>Weighted average shares outstanding:</i>			
Basic	162.3	166.0	157.1
Effect of dilutive shares	1.2	1.2	—
Diluted	163.5	167.2	157.1

See Notes to Consolidated Financial Statements

SMITHFIELD FOODS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions)

	Fiscal Years		
	2012	2011	2010
Net income (loss)	\$ 361.3	\$ 521.0	\$ (101.4)
Other comprehensive income (loss):			
Foreign currency translation:			
Translation adjustment	(185.7)	120.2	3.4
Tax benefit	25.9	2.9	1.5
Pension accounting:			
Net actuarial (losses) gains	(326.1)	60.8	(179.9)
Reclassification of losses into net income (loss)	23.5	38.9	20.3
Tax benefit (expense)	117.6	(37.1)	63.1
Hedge accounting:			
Net derivative gains (losses)	105.6	144.9	(26.6)
Reclassification of (gains) losses into net income (loss)	(100.9)	(26.6)	98.3
Tax expense	(1.6)	(45.7)	(19.1)
Total other comprehensive income (loss)	(341.7)	258.3	(39.0)
Total comprehensive income (loss)	<u>\$ 19.6</u>	<u>\$ 779.3</u>	<u>\$ (140.4)</u>

See Notes to Consolidated Financial Statements

SMITHFIELD FOODS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in millions, except share data)

	April 29, 2012	May 1, 2011
ASSETS		
<i>Current assets:</i>		
Cash and cash equivalents	\$ 324.3	\$ 374.7
Accounts receivable, net	624.7	709.6
Inventories	2,072.4	2,019.9
Prepaid expenses and other current assets	277.6	233.7
Total current assets	3,299.0	3,337.9
Property, plant and equipment, net	2,277.2	2,309.1
Goodwill	768.2	793.3
Investments	522.6	582.5
Intangible assets, net	381.8	386.6
Other assets	173.4	202.4
Total assets	\$ 7,422.2	\$ 7,611.8
LIABILITIES AND SHAREHOLDERS' EQUITY		
<i>Current liabilities:</i>		
Current portion of long-term debt and capital lease obligations	63.5	143.7
Accounts payable	415.8	434.4
Accrued expenses and other current liabilities	657.0	649.8
Total current liabilities	1,136.3	1,227.9
Long-term debt and capital lease obligations	1,900.9	1,978.6
Net long-term pension liability	581.9	369.6
Other liabilities	413.1	487.1
Redeemable noncontrolling interests	2.0	2.0
<i>Commitments and contingencies</i>		
<i>Equity:</i>		
Shareholders' equity:		
Preferred stock, \$1.00 par value, 1,000,000 authorized shares	—	—
Common stock, \$.50 par value, 500,000,000 authorized shares; 157,408,077 and 166,080,231 issued and outstanding	78.7	83.0
Additional paid-in capital	1,561.0	1,638.7
Stock held in trust	(67.9)	(66.7)
Retained earnings	2,326.4	2,059.7
Accumulated other comprehensive loss	(510.9)	(169.2)
Total shareholders' equity	3,387.3	3,545.5
Noncontrolling interests	0.7	1.1
Total equity	3,388.0	3,546.6
Total liabilities and shareholders' equity	\$ 7,422.2	\$ 7,611.8

See Notes to Consolidated Financial Statements

SMITHFIELD FOODS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)

	Fiscal Years		
	2012	2011	2010
<i>Cash flows from operating activities:</i>			
Net income (loss)	\$ 361.3	\$ 521.0	\$ (101.4)
<i>Adjustments to reconcile net cash flows from operating activities:</i>			
Loss (income) from equity method investments	9.9	(50.1)	(38.6)
Depreciation and amortization	242.8	231.9	242.3
Gain on fire insurance recovery	—	(120.6)	—
Deferred income taxes	90.2	158.2	35.3
Impairment of assets	2.9	9.2	51.3
(Gain) loss on sale of property, plant and equipment, including breeding stock	(25.2)	(53.0)	22.7
Pension expense	57.2	82.0	67.3
Gain on sale of investments	—	—	(4.5)
Pension contributions	(142.8)	(128.5)	(73.9)
<i>Changes in operating assets and liabilities and other, net:</i>			
Accounts receivable	47.8	(63.8)	(12.6)
Inventories	(89.8)	(178.4)	46.5
Prepaid expenses and other current assets	(68.1)	132.2	(209.6)
Accounts payable	2.5	36.6	(12.6)
Accrued expenses and other current liabilities	12.6	(72.6)	160.3
Other	68.8	112.3	85.7
Net cash flows from operating activities	570.1	616.4	258.2
<i>Cash flows from investing activities:</i>			
Capital expenditures	(290.7)	(176.8)	(174.7)
Dispositions	—	261.5	23.3
Insurance proceeds	—	120.6	9.9
Net (additions) proceeds of breeding stock	(2.3)	26.2	(8.0)
Proceeds from sale of property, plant and equipment	6.4	22.8	11.7
Other	—	—	4.0
Net cash flows from investing activities	(286.6)	254.3	(133.8)
<i>Cash flows from financing activities:</i>			
Principal payments on long-term debt and capital lease obligations	(152.7)	(944.5)	(333.3)
Net (repayments) borrowings on revolving credit facilities and notes payables	(0.3)	21.6	(491.6)
Proceeds from the issuance of long-term debt	—	—	840.4
Repurchase of common stock	(189.5)	—	—
Net proceeds from the issuance of common stock and stock option exercises	1.3	1.2	296.9
Change in cash collateral	23.9	(23.9)	—
Purchase of redeemable noncontrolling interest	—	—	(38.9)
Debt issuance costs and other	(11.1)	—	(64.6)
Net cash flows from financing activities	(328.4)	(945.6)	208.9
Effect of foreign exchange rate changes on cash	(5.5)	(1.6)	(1.1)
Net change in cash and cash equivalents	(50.4)	(76.5)	332.2
Cash and cash equivalents at beginning of period	374.7	451.2	119.0
Cash and cash equivalents at end of period	\$ 324.3	\$ 374.7	\$ 451.2

See Notes to Consolidated Financial Statements

SMITHFIELD FOODS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(in millions)

	Common Stock (Shares)	Common Stock (Amount)	Additional Paid-in Capital	Stock Held in Trust	Retained Earnings	Accumulated Other Comprehensive Loss	Total Shareholders' Equity	Noncontrolling Interests	Total Equity
Balance, May 3, 2009	143.6	\$ 71.8	\$ 1,353.8	\$ (64.8)	\$ 1,640.1	\$ (388.5)	\$ 2,612.4	\$ 4.1	\$ 2,616.5
Common stock issued	22.2	11.1	283.7	—	—	—	294.8	—	294.8
Issuance of common stock for share based payments	0.2	0.1	2.0	—	—	—	2.1	—	2.1
Stock compensation expense	—	—	6.6	—	—	—	6.6	—	6.6
Adjustment for redeemable noncontrolling interests	—	—	(19.4)	—	—	—	(19.4)	—	(19.4)
Purchase of stock for trust	—	—	—	(0.7)	—	—	(0.7)	—	(0.7)
Distributions to noncontrolling interest	—	—	—	—	—	—	—	(1.6)	(1.6)
Other	—	—	0.2	—	—	—	0.2	—	0.2
Comprehensive loss:									
Net (loss) income	—	—	—	—	(101.4)	—	(101.4)	0.1	(101.3)
Other comprehensive loss, net of tax	—	—	—	—	—	(39.0)	(39.0)	—	(39.0)
Balance, May 2, 2010	166.0	83.0	1,626.9	(65.5)	1,538.7	(427.5)	2,755.6	2.6	2,758.2
Issuance of common stock for share based payments	0.1	—	1.2	—	—	—	1.2	—	1.2
Stock compensation expense	—	—	11.3	—	—	—	11.3	—	11.3
Purchase of stock for trust	—	—	—	(1.2)	—	—	(1.2)	—	(1.2)
Other	—	—	(0.7)	—	—	—	(0.7)	0.4	(0.3)
Comprehensive loss:									
Net income (loss)	—	—	—	—	521.0	—	521.0	(1.9)	519.1
Other comprehensive income, net of tax	—	—	—	—	—	258.3	258.3	—	258.3
Balance, May 1, 2011	166.1	83.0	1,638.7	(66.7)	2,059.7	(169.2)	3,545.5	1.1	3,546.6
Common stock repurchased	(9.2)	(4.6)	(90.3)	—	(94.6)	—	(189.5)	—	(189.5)
Issuance of common stock for share based payments	0.5	0.3	(5.0)	—	—	—	(4.7)	—	(4.7)
Stock compensation expense	—	—	14.4	—	—	—	14.4	—	14.4
Purchase of stock for trust	—	—	—	(1.6)	—	—	(1.6)	—	(1.6)
Other	—	—	3.2	0.4	—	—	3.6	0.4	4.0
Comprehensive loss:									
Net income (loss)	—	—	—	—	361.3	—	361.3	(0.8)	360.5
Other comprehensive loss, net of tax	—	—	—	—	—	(341.7)	(341.7)	—	(341.7)
Balance, April 29, 2012	157.4	\$ 78.7	\$ 1,561.0	\$ (67.9)	\$ 2,326.4	\$ (510.9)	\$ 3,387.3	\$ 0.7	\$ 3,388.0

See Notes to Consolidated Financial Statements

SMITHFIELD FOODS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Unless otherwise stated, amounts presented in these notes to our consolidated financial statements for all fiscal periods included. Certain prior year amounts have been reclassified to conform to current year presentation.

Principles of Consolidation

The consolidated financial statements include the accounts of all wholly-owned subsidiaries, as well as all majority-owned subsidiaries and other entities for which we have a controlling interest. Entities that are 50% owned or less are accounted for under the equity method when we have the ability to exercise significant influence. We use the cost method of accounting for investments in which our ability to exercise significant influence is limited. All intercompany transactions and accounts have been eliminated. Consolidating the results of operations and financial position of variable interest entities for which we are the primary beneficiary does not have a material effect on sales, net income (loss), or net income (loss) per diluted share, or on our financial position for the fiscal periods presented.

Foreign currency denominated assets and liabilities are translated into U.S. dollars using the exchange rates in effect at the balance sheet date. Results of operations and cash flows in foreign currencies are translated into U.S. dollars using the average exchange rate over the course of the fiscal year. The effect of exchange rate fluctuations on the translation of assets and liabilities is included as a component of shareholders' equity in accumulated other comprehensive loss and included in other comprehensive income (loss) for each period. Gains and losses that arise from exchange rate fluctuations on transactions denominated in a currency other than the functional currency are included in selling, general and administrative expenses as incurred. We recorded net losses on foreign currency transactions of \$7.4 million and \$0.4 million in fiscal 2012 and fiscal 2011, respectively, and net gains on foreign currency transactions of \$3.7 million in fiscal 2010.

Our Polish operations have different fiscal period end dates. As such, we have elected to consolidate the results of these operations on a one-month lag. We do not believe the impact of reporting the results of these entities on a one-month lag is material to the consolidated financial statements.

The consolidated financial statements are prepared in conformity with accounting principles generally accepted in the U.S., which require us to make estimates and use assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Our fiscal year consists of 52 or 53 weeks and ends on the Sunday nearest April 30. Fiscal 2012, 2011 and 2010 consisted of 52 weeks.

Cash and Cash Equivalents

We consider all highly liquid investments with original maturities of 90 days or less to be cash equivalents. The majority of our cash is concentrated in demand deposit accounts or money market funds. The carrying value of cash equivalents approximates market value.

In fiscal 2011, we began utilizing cash, in addition to letters of credit under our working capital facilities, as collateral for various banking and workers compensation agreements. As of April 29, 2012, we had \$7.8 million of cash held as collateral by our workers compensation providers. As of May 1, 2011, we had \$20.0 million on deposit with our cash management service provider, \$27.2 million held by our workers compensation service providers and \$3.9 million held by the counterparty of an interest rate swap contract. We have reclassified the cash on deposit with our cash management service provider to prepaid expenses and other current assets and the remaining amounts to other assets on the consolidated balance sheets as of April 29, 2012 and May 1, 2011.

Accounts Receivable

Accounts receivable are recorded net of the allowance for doubtful accounts. We regularly evaluate the collectibility of our accounts receivable based on a variety of factors, including the length of time the receivables are past due, the financial health of the customer and historical experience. Based on our evaluation, we record reserves to reduce the related receivables to amounts we reasonably believe are collectible. Our reserve for uncollectible accounts receivable was \$9.0 million and \$9.2 million as of April 29, 2012 and May 1, 2011, respectively.

Inventories

Inventories consist of the following:

	April 29, 2012	May 1, 2011
	(in millions)	
Livestock	\$ 962.8	\$ 963.9
Fresh and packaged meats	912.1	854.1
Grains	90.4	89.8
Manufacturing supplies	59.1	60.0
Other	48.0	52.1
Total inventories	<u>\$ 2,072.4</u>	<u>\$ 2,019.9</u>

Livestock are generally valued at the lower of first-in, first-out cost or market, adjusted for changes in the fair value of livestock that are hedged. Costs include purchase costs, feed, medications, contract grower fees and other production expenses. Fresh and packaged meats are valued based on USDA and other market prices and adjusted for the cost of further processing. Costs for packaged products include meat, labor, supplies and overhead. Average costing is primarily utilized to account for fresh and packaged meats and grains. Manufacturing supplies are principally ingredients and packaging materials.

Derivative Financial Instruments and Hedging Activities

See Note 5—Derivative Financial Instruments for our policy.

Property, Plant and Equipment, Net

Property, plant and equipment is generally stated at historical cost, which includes the then fair values of assets acquired in business combinations, and depreciated on a straight-line basis over the estimated useful lives of the assets. Assets held under capital leases are classified in property, plant and equipment, net and amortized over the lease term. The amortization of assets held under capital leases is included in depreciation expense. The cost of assets held under capital leases was \$34.0 million and \$37.4 million at April 29, 2012 and May 1, 2011, respectively. The assets held under capital leases had accumulated amortization of \$1.7 million and \$3.7 million at April 29, 2012 and May 1, 2011, respectively. Depreciation expense is included in either cost of sales or selling, general and administrative expenses, as appropriate. Depreciation expense totaled \$238.6 million, \$227.4 million and \$236.9 million in fiscal 2012, 2011 and 2010, respectively.

Interest is capitalized on property, plant and equipment over the construction period. Total interest capitalized was \$2.8 million, \$1.6 million and \$2.8 million in fiscal 2012, 2011 and 2010, respectively.

Property, plant and equipment, net, consists of the following:

	Useful Life	April 29, 2012	May 1, 2011
	(in Years)	(in millions)	
Land and improvements	0-20	\$ 268.9	\$ 271.7
Buildings and improvements	20-40	1,690.6	1,717.8
Machinery and equipment	5-25	1,780.6	1,714.0
Breeding stock	2	182.1	159.3
Computer hardware and software	3-5	148.4	137.1
Other	3-10	89.1	53.2
Construction in progress		110.2	133.6
		4,269.9	4,186.7
Accumulated depreciation		(1,992.7)	(1,877.6)
Property, plant and equipment, net		\$ 2,277.2	\$ 2,309.1

Goodwill and Other Intangible Assets

Goodwill represents the excess of the purchase price over the fair value of identifiable net assets of businesses acquired. Intangible assets with finite lives are amortized over their estimated useful lives. The useful life of an intangible asset is the period over which the asset is expected to contribute directly or indirectly to future cash flows.

Goodwill and indefinite-lived intangible assets are tested for impairment annually in the fourth quarter, or sooner if impairment indicators arise. In the evaluation of goodwill for impairment, we may perform a qualitative assessment to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If it is not, no further analysis is required. If it is, a prescribed two-step goodwill impairment test is performed to identify potential goodwill impairment and measure the amount of goodwill impairment loss to be recognized for that reporting unit, if any.

The first step in the two-step impairment test is to identify if a potential impairment exists by comparing the fair value of a reporting unit with its carrying amount, including goodwill. The fair value of a reporting unit is estimated by applying valuation multiples and/or estimating future discounted cash flows. The selection of multiples is dependent upon assumptions regarding future levels of operating performance as well as business trends and prospects, and industry, market and economic conditions. When estimating future discounted cash flows, we consider the assumptions that hypothetical marketplace participants would use in estimating future cash flows. In addition, where applicable, an appropriate discount rate is used, based on an industry-wide average cost of capital or location-specific economic factors. If the fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not considered to have a potential impairment and the second step of the impairment test is not necessary. However, if the carrying amount of a reporting unit exceeds its fair value, the second step is performed to determine if goodwill is impaired and to measure the amount of impairment loss to recognize, if any.

The second step compares the implied fair value of goodwill with the carrying amount of goodwill. The implied fair value of goodwill is determined in the same manner as the amount of goodwill recognized in a business combination (i.e., the fair value of the reporting unit is allocated to all the assets and liabilities, including any unrecognized intangible assets, as if the reporting unit had been acquired in a business combination and the fair value of the reporting unit was the purchase price paid to acquire the reporting unit). If the implied fair value of goodwill exceeds the carrying amount, goodwill is not considered impaired. However, if the carrying amount of goodwill exceeds the implied fair value, an impairment loss is recognized in an amount equal to that excess.

Based on the results of our annual goodwill impairment tests, as of our testing date, no impairment indicators were noted for all the periods presented.

The carrying amount of goodwill includes cumulative impairment losses of \$6.0 million as of April 29, 2012 and May 1, 2011.

Intangible assets consist of the following:

	Useful Life	April 29, 2012	May 1, 2011
	(in Years)	(in millions)	
<i>Amortized intangible assets:</i>			
Customer relations assets	15-16	\$ 13.3	\$ 13.3
Patents, rights and leasehold interests	5-25	11.8	11.8
Contractual relationships	22	33.1	33.1
Accumulated amortization		(22.6)	(19.6)
Amortized intangible assets, net		35.6	38.6
<i>Unamortized intangible assets:</i>			
Trademarks	Indefinite	340.1	341.9
Permits	Indefinite	6.1	6.1
Intangible assets, net		\$ 381.8	\$ 386.6

The fair values of trademarks are calculated using a royalty rate method. Assumptions about royalty rates are based on the rates at which similar brands and trademarks are licensed in the marketplace. If the carrying value of our indefinite-lived intangible assets exceeds their fair value, an impairment loss is recognized in an amount equal to that excess. Intangible assets with finite lives are reviewed for recoverability when indicators of impairment are present using estimated future undiscounted cash flows related to those assets. We have determined that no impairments of our intangible assets existed for any of the periods presented.

Amortization expense for intangible assets was \$3.0 million, \$3.2 million and \$3.1 million in fiscal 2012, 2011 and 2010, respectively. As of April 29, 2012, the estimated amortization expense associated with our intangible assets for each of the next five fiscal years is expected to be \$2.6 million.

Debt Issuance Costs, Premiums and Discounts

Debt issuance costs, premiums and discounts are amortized into interest expense over the terms of the related loan agreements using the effective interest method or other methods which approximate the effective interest method.

Investments

See Note 6—Investments for our policy.

Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rate is recognized in earnings in the period that includes the enactment date. Valuation allowances are established when necessary to reduce deferred tax assets to amounts more likely than not to be realized.

The determination of our provision for income taxes requires significant judgment, the use of estimates, and the interpretation and application of complex tax laws. Significant judgment is required in assessing the timing and amounts of deductible and taxable items.

We record unrecognized tax benefit liabilities for known or anticipated tax issues based on our analysis of whether, and the extent to which, additional taxes will be due. We accrue interest and penalties related to unrecognized tax benefits as other liabilities and recognize the related expense as income tax expense.

Pension Accounting

We recognize the funded status of our defined benefit pension plans in the consolidated balance sheets. We also recognize in other comprehensive income, the net of tax results of the gains or losses and prior service costs or credits that arise during the period but are not recognized in net periodic benefit cost. These amounts are adjusted out of accumulated other comprehensive loss as they are subsequently recognized as components of net periodic benefit cost.

We measure our pension and other postretirement benefit plan obligations and related plan assets as of the last day of our fiscal year. The measurement of our pension obligations and related costs is dependent on the use of assumptions and estimates. These assumptions include discount rates, salary growth, mortality rates and expected returns on plan assets. Changes in assumptions and future investment returns could potentially have a material impact on our expenses and related funding requirements.

Self-Insurance Programs

We are self-insured for certain levels of general and vehicle liability, property, workers' compensation, product recall and health care coverage. The cost of these self-insurance programs is accrued based upon estimated settlements for known and anticipated claims. Any resulting adjustments to previously recorded reserves are reflected in current period earnings.

Contingent Liabilities

We are subject to lawsuits, investigations and other claims related to the operation of our farms, labor, livestock procurement, securities, environmental, product, taxing authorities and other matters, and are required to assess the likelihood of any adverse judgments or outcomes to these matters, as well as potential ranges of probable losses and fees.

A determination of the amount of accruals and disclosures required, if any, for these contingencies is made after considerable analysis of each individual issue. We accrue for contingent liabilities when an assessment of the risk of loss is probable and can be reasonably estimated. We disclose contingent liabilities when the risk of loss is at least reasonably possible or probable.

Our contingent liabilities contain uncertainties because the eventual outcome will result from future events. Our determination of accruals and any reasonably possible losses in excess of those accruals require estimates and judgments related to future changes in facts and circumstances, interpretations of the law, the amount of damages or fees, and the effectiveness of strategies or other factors beyond our control. If actual results are not consistent with our estimates or assumptions, we may be exposed to gains or losses that could be material.

Revenue Recognition

We recognize revenues from product sales upon delivery to customers or when title passes. Revenue is recorded at the invoice price for each product net of estimated returns and sales incentives provided to customers. Sales incentives include various rebate and trade allowance programs with our customers, primarily discounts and rebates based on achievement of specified volume or growth in volume levels.

Advertising and Promotional Costs

Advertising and promotional costs are expensed as incurred except for certain production costs, which are expensed upon the first airing of the advertisement. Promotional sponsorship costs are expensed as the promotional events occur. Advertising costs totaled \$122.9 million, \$120.1 million and \$111.3 million in fiscal 2012, 2011 and 2010, respectively, and were included in selling, general and administrative expenses.

Shipping and Handling Costs

Shipping and handling costs are reported as a component of cost of sales.

Research and Development Costs

Research and development costs are expensed as incurred. Research and development costs totaled \$75.9 million, \$47.0 million and \$38.8 million in fiscal 2012, 2011 and 2010, respectively.

Net Income (Loss) per Share

We present dual computations of net income (loss) per share. The basic computation is based on weighted average common shares outstanding during the period. The diluted computation reflects the potentially dilutive effect of common stock equivalents, such as stock options and convertible notes, during the period. We excluded stock options for approximately 1.7 million, 1.8 million and 1.7 million shares in fiscal 2012, 2011 and 2010, respectively, from the diluted computation because their effect would have been anti-dilutive.

NOTE 2: NEW ACCOUNTING GUIDANCE

In September 2011, the Financial Accounting Standards Board (FASB) issued new accounting guidance on testing goodwill for impairment. The new guidance provides an entity the option to first perform a qualitative assessment to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If it is not, no further analysis is required. If it is, the previously prescribed two-step goodwill impairment test is performed to identify potential goodwill impairment and measure the amount of goodwill impairment loss to be recognized for that reporting unit, if any. We adopted this new guidance in conjunction with our annual goodwill impairment analysis during the fourth quarter of fiscal 2012. The adoption of this guidance did not have an impact on our consolidated financial statements.

In June 2011, FASB issued new accounting guidance related to the presentation of comprehensive income. The new guidance provides companies the choice of presenting items of net income, items of other comprehensive income (OCI) and total comprehensive income in one continuous statement of comprehensive income or two separate consecutive statements. Companies will no longer have the option to present OCI solely in the statement of stockholders' equity. The new guidance is effective for fiscal years, and interim periods within those years, beginning after December 15, 2011. The guidance is required to be applied retrospectively upon adoption and early adoption is permitted. We adopted this new guidance during the fourth quarter of fiscal 2012. The adoption of this guidance did not have an impact on our consolidated financial statements.

NOTE 3: IMPAIRMENT AND DISPOSAL OF LONG-LIVED ASSETS

Portsmouth, Virginia Plant

In November 2011 (fiscal 2012), we announced that we would shift the production of hot dogs and lunchmeat from The Smithfield Packing Company, Inc.'s (Smithfield Packing) Portsmouth, Virginia plant to our Kinston, North Carolina plant and permanently close the Portsmouth facility. The Kinston facility will be expanded to handle the additional production and will incorporate state of the art technology and equipment, which is expected to produce significant production efficiencies and cost reductions. The Kinston expansion will require an estimated \$85 million in capital expenditures. The expansion of the Kinston facility and the closure of the Portsmouth facility are expected to be completed by the end of fiscal 2013.

As a result of this decision, we performed an impairment analysis of the related assets at the Portsmouth facility in the second quarter of fiscal 2012 and determined that the net cash flows expected to be generated over the anticipated remaining useful life of the plant are sufficient to recover its book value. As such, no impairment exists. However, we have revised depreciation estimates to reflect the use of the related assets at the Portsmouth facility over their shortened useful lives. As a result, we recognized accelerated depreciation charges of \$3.3 million in cost of sales during fiscal 2012. We expect to recognize accelerated depreciation charges totaling \$4.7 million during fiscal 2013. Also, in connection with this decision, we wrote-down inventory by \$0.8 million in cost of sales and accrued \$0.6 million for employee severance in selling, general and administrative expenses in the second quarter of fiscal 2012. All of these charges are reflected in the Pork segment.

Hog Farms

Texas

In the first quarter of fiscal 2010, we ceased hog production operations and closed the farms related to our Dalhart, Texas operation. In connection with this event, we recorded an impairment charge of \$23.6 million to write-down the assets to their estimated fair value of \$20.9 million. The estimate of fair value was based on our assessment of the facts and circumstances at the time of the write-down, which indicated that the highest and best use of the assets by a market participant was for crop farming. The estimated fair value was determined using the initial valuation of the property in connection with our acquisition of the farms, relevant market data based on recent transactions for similar real property and third party estimates.

In January 2011 (fiscal 2011), we sold land included in our Dalhart, Texas operation to a crop farmer for net proceeds of \$9.1 million and recognized a loss on the sale of \$1.8 million in selling, general and administrative expenses in our Hog Production segment in the third quarter of fiscal 2011. Also, in January 2011 (fiscal 2011), we received a non-binding letter of intent from a prospective buyer for the purchase of our remaining Dalhart, Texas assets. The prospective buyer had indicated that it intended to utilize the farms for hog production after reconfiguring the assets to meet their specific business purposes. In April 2011 (fiscal 2011), we completed the sale of the remaining Dalhart, Texas assets and received net proceeds of \$32.5 million. As a result of the sale, we recognized a gain of \$13.6 million in selling, general and administrative expenses in our Hog Production segment in the fourth quarter of fiscal 2011, after allocating \$8.5 million in goodwill to the asset group. Goodwill was allocated to this business based on its fair value relative to the estimated fair value of our domestic hog production reporting unit. The operating results and cash flows from these asset groups were not considered material for separate disclosure.

Oklahoma and Iowa

In January 2011 (fiscal 2011), we completed the sale of certain hog production assets located in Oklahoma and Iowa. As a result of these sales, we received total net proceeds of \$70.4 million and recognized gains totaling \$6.9 million, after allocating \$17.0 million of goodwill to these asset groups. Goodwill was allocated to this business based on its fair value relative to the estimated fair value of our domestic hog production reporting unit. The gains were recorded in selling, general and administrative expenses in our Hog Production segment in the third quarter of fiscal 2011. The operating results and cash flows from these asset groups were not considered material for separate disclosure.

Missouri

In the first quarter of fiscal 2010, we entered into negotiations to sell certain hog farms located in Missouri, which we believed would result in a completed sale within the subsequent twelve month period. We recorded total impairment charges of \$10.5 million, including a \$6.0 million allocation of goodwill, in the first quarter of fiscal 2010 to write-down the hog farm assets to their estimated fair value. The impairment charges were recorded in cost of sales in the Hog Production segment. We determined the fair value of the assets by probability-weighting an estimated range of sales proceeds based on price negotiations between us and the prospective buyer, which included consideration of recent market multiples. We allocated goodwill to the asset disposal group based on its estimated fair value relative to the estimated fair value of our domestic hog production reporting unit. In the third quarter of fiscal 2010, negotiations for the sale of these properties stalled indefinitely as we were unwilling to meet certain demands of the prospective buyer. These properties are classified as held and used in the consolidated balance sheets as of April 29, 2012 and May 1, 2011, as it is not probable that a sale of these properties will occur and be completed within one year.

In the first half of fiscal 2011, we began reducing the hog population on certain other hogs farms in Missouri in order to comply with an amended consent decree. The amended consent decree allows us to return the farms to full capacity upon the installation of an approved "next generation" technology that would reduce the level of odor produced by the farms. The reduced hog raising capacity at these farms was replaced with third party contract farmers in Iowa. In the first quarter of fiscal 2011, in connection with the anticipated reduction in finishing capacity, we performed an impairment analysis of these hog farms and determined that the book value of the assets was recoverable and thus, no impairment existed.

Based on the favorable hog raising performance experienced with these third party contract farmers and the amount of capital required to install "next generation" technology at our Missouri farms, we made the decision in the first quarter of fiscal 2012 to permanently idle certain of the assets on these farms. Depreciation estimates were revised to reflect the shortened useful lives of the assets. As a result, we recognized accelerated depreciation charges of \$8.2 million in fiscal 2012. These charges are reflected in the Hog Production segment.

Butterball, LLC (Butterball)

In June 2010 (fiscal 2011), we announced that we had made an offer to purchase our joint venture partner's 51% ownership interest in Butterball and our partner's related turkey production assets. In accordance with Butterball's operating agreement, our partner had to either accept the offer to sell or be required to purchase our 49% interest and our related turkey production assets, which we refer to below as our turkey operations.

In September 2010 (fiscal 2011), we were notified of our joint venture partner's decision to purchase our 49% interest in Butterball and our related turkey production assets. In December 2010 (fiscal 2011), we completed the sale of these assets for \$167.0 million and recognized a gain of \$0.2 million. The gain was calculated as the cash selling price, net of costs to sell, less the carrying amount of the asset disposal group. The operating results and cash flows from our turkey operations were not considered material for separate disclosure.

Sioux City, Iowa Plant

In January 2010 (fiscal 2010), we announced that we would close our fresh pork processing plant located in Sioux City, Iowa. The Sioux City plant was one of our oldest and least efficient plants. The plant design severely limited our ability to produce value-added packaged meats products and maximize production throughput. A portion of the plant's production was transferred to other nearby Smithfield plants. We closed the Sioux City plant in April 2010 (fiscal 2010).

As a result of the planned closure, we recorded charges of \$13.1 million in fiscal 2010. These charges consisted of \$3.6 million for the write-down of long-lived assets, \$2.5 million of unusable inventories and \$7.0 million for estimated severance benefits pursuant to contractual and ongoing benefit arrangements. Substantially all of these charges were recorded in cost of sales in the Pork segment.

RMH Foods, LLC (RMH)

In October 2009 (fiscal 2010), we entered into an agreement to sell substantially all of the assets of RMH, a subsidiary within the Pork segment. As a result of this sale, we recorded pre-tax charges totaling \$3.5 million, including \$0.5 million of goodwill impairment, in cost of sales in the Pork segment in fiscal 2010 to write-down the assets of RMH to their fair values. In December 2009 (fiscal 2010), we completed the sale of RMH for \$9.1 million, plus \$1.4 million of liabilities assumed by the buyer.

NOTE 4: HOG PRODUCTION COST SAVINGS INITIATIVE

In fiscal 2010, we announced a plan to improve the cost structure and profitability of our domestic hog production operations (the Cost Savings Initiative). The plan includes a number of undertakings designed to improve operating efficiencies and productivity. These consist of farm reconfigurations and conversions, termination of certain high cost, third party hog grower contracts and breeding stock sourcing contracts, as well as a number of other cost reduction activities. We expect the activities associated with the Cost Savings Initiative to be substantially complete by the end of fiscal 2013.

The following presents the cumulative expenses incurred in each of the last three fiscal years related to the Cost Savings Initiative by major type of cost. All of the charges presented have been recorded in cost of sales in the Hog Production segment.

There are no significant expenses remaining and there were no accrued liabilities for charges incurred under the Cost Savings Initiative as of April 29, 2012.

	Fiscal Years			Cumulative
	2012	2011	2010	
	(in millions)			
<i>Cost savings activities:</i>				
Contract terminations	\$ 0.5	\$ 19.4	\$ 2.8	\$ 22.7
Other associated costs	2.5	6.9	—	9.4
Accelerated depreciation	0.1	1.7	3.8	5.6
Impairment	—	—	2.5	2.5
Total charges	<u>\$ 3.1</u>	<u>\$ 28.0</u>	<u>\$ 9.1</u>	<u>\$ 40.2</u>

In addition to the charges presented in the table above, we expect capital expenditures associated with the Cost Savings Initiative to total approximately \$86 million. As of April 29, 2012 we had incurred \$77.2 million in capital expenditures.

NOTE 5: DERIVATIVE FINANCIAL INSTRUMENTS

Our meat processing and hog production operations use various raw materials, primarily live hogs, corn and soybean meal, which are actively traded on commodity exchanges. We hedge these commodities when we determine conditions are appropriate to mitigate price risk. While this hedging may limit our ability to participate in gains from favorable commodity fluctuations, it also tends to reduce the risk of loss from adverse changes in raw material prices. We attempt to closely match the commodity contract terms with the hedged item. We also periodically enter into interest rate swaps to hedge exposure to changes in interest rates on certain financial instruments and foreign exchange forward contracts to hedge certain exposures to fluctuating foreign currency rates.

We record all derivatives in the balance sheet as either assets or liabilities at fair value. Accounting for changes in the fair value of a derivative depends on whether it qualifies and has been designated as part of a hedging relationship. For derivatives that qualify and have been designated as hedges for accounting purposes, changes in fair value have no net impact on earnings, to the extent the derivative is considered perfectly effective in achieving offsetting changes in fair value or cash flows attributable to the risk being hedged, until the hedged item is recognized in earnings (commonly referred to as the “hedge accounting” method). For derivatives that do not qualify or are not designated as hedging instruments for accounting purposes, changes in fair value are recorded in current period earnings (commonly referred to as the “mark-to-market” method). We may elect either method of accounting for our derivative portfolio, assuming all the necessary requirements are met. We have in the past availed ourselves of either acceptable method and expect to do so in the future. We believe all of our derivative instruments represent economic hedges against changes in prices and rates, regardless of their designation for accounting purposes.

We do not offset the fair value of derivative instruments with cash collateral held with or received from the same counterparty under a master netting arrangement. As of April 29, 2012, prepaid expenses and other current assets included \$4.6 million representing cash on deposit with brokers to cover losses on our open derivative instruments and accrued expenses and other current liabilities included \$14.1 million representing cash deposits received from brokers to cover gains on our open derivative instruments. Changes in commodity prices could have a significant impact on cash deposit requirements under our broker and counterparty agreements. Additionally, certain of our derivative contracts contain credit risk related contingent features, which would require us to post additional cash collateral to cover net losses on open derivative instruments if our credit rating was downgraded. As of April 29, 2012, the net liability position of our open derivative instruments that are subject to credit risk related contingent features was not material.

We are exposed to losses in the event of nonperformance or nonpayment by counterparties under financial instruments. Although our counterparties primarily consist of financial institutions that are investment grade, there is still a possibility that one or more of these companies could default. However, a majority of our financial instruments are exchange traded futures contracts held with brokers and counterparties with whom we maintain margin accounts that are settled on a daily basis, thereby limiting our credit exposure to non-exchange traded derivatives. Determination of the credit quality of our counterparties is based upon a number of factors, including credit ratings and our evaluation of their financial condition. As of April 29, 2012, we had credit exposure of \$10.6 million on non-exchange traded derivative contracts, excluding the effects of netting arrangements. As a result of netting arrangements, we had no significant credit exposure as of April 29, 2012. No significant concentrations of credit risk existed as of April 29, 2012.

The size and mix of our derivative portfolio varies from time to time based upon our analysis of current and future market conditions. All grain contracts, livestock contracts and foreign exchange contracts are recorded in prepaid expenses and other current assets or accrued expenses and other current liabilities within the consolidated balance sheets, as appropriate. Interest rate contracts are recorded in other liabilities.

The following table presents the fair values of our open derivative financial instruments in the consolidated balance sheets on a gross basis.

	Assets		Liabilities	
	April 29, 2012	May 1, 2011	April 29, 2012	May 1, 2011
	(in millions)		(in millions)	
<i>Derivatives using the "hedge accounting" method:</i>				
Grain contracts	\$ 35.3	\$ 46.2	\$ 9.6	\$ 4.8
Livestock contracts	22.9	22.9	—	29.5
Interest rate contracts	—	—	—	2.3
Foreign exchange contracts	1.9	0.2	—	—
Total	60.1	69.3	9.6	36.6
<i>Derivatives using the "mark-to-market" method:</i>				
Grain contracts	9.1	38.3	1.0	4.7
Livestock contracts	7.4	1.7	7.2	8.0
Energy contracts	—	1.0	12.2	0.1
Foreign exchange contracts	2.4	0.3	0.7	1.9
Total	18.9	41.3	21.1	14.7
Total fair value of derivative instruments	\$ 79.0	\$ 110.6	\$ 30.7	\$ 51.3

Hedge Accounting Method

Cash Flow Hedges

We enter into derivative instruments, such as futures, swaps and options contracts, to manage our exposure to the variability in expected future cash flows attributable to commodity price risk associated with the forecasted sale of live hogs and fresh pork, and the forecasted purchase of corn and soybean meal. In addition, we enter into interest rate swaps to manage our exposure to changes in interest rates associated with our variable interest rate debt, and we enter into foreign exchange contracts to manage our exposure to the variability in expected future cash flows attributable to changes in foreign exchange rates associated with the forecasted purchase or sale of assets denominated in foreign currencies. As of April 29, 2012, we had no cash flow hedges for forecasted transactions beyond September 2013.

When cash flow hedge accounting is applied, derivative gains or losses are recognized as a component of other comprehensive income (loss) and reclassified into earnings in the same period or periods during which the hedged transactions affect earnings. Derivative gains and losses, when reclassified into earnings, are recorded in cost of sales for grain contracts, sales for lean hog contracts, interest expense for interest rate contracts and selling, general and administrative expenses for foreign exchange contracts. Gains and losses on derivatives designed to hedge price risk associated with fresh pork sales are recorded in the Hog Production segment.

During fiscal 2012, the range of notional volumes associated with open derivative instruments designated in cash flow hedging relationships was as follows:

	Minimum	Maximum	Metric
<i>Commodities:</i>			
Corn	26,705,000	56,230,000	Bushels
Soybean meal	223,700	877,722	Tons
Lean Hogs	271,000,000	960,360,000	Pounds
Interest rate	—	200,000,000	U.S. Dollars
Foreign currency ⁽¹⁾	20,634,871	60,895,614	U.S. Dollars

⁽¹⁾ Amounts represent the U.S. dollar equivalent of various foreign currency contracts.

The following table presents the effects on our consolidated financial statements of pre-tax gains and losses on derivative instruments designated in cash flow hedging relationships for the fiscal years indicated:

	Gain (Loss) Recognized in Other Comprehensive Income (Loss) on Derivative (Effective Portion)			Gain (Loss) Reclassified from Accumulated Other Comprehensive Loss into Earnings (Effective Portion)			Gain (Loss) Recognized in Earnings on Derivative (Ineffective Portion)		
	2012	2011	2010	2012	2011	2010	2012	2011	2010
	(in millions)			(in millions)			(in millions)		
<i>Commodity contracts:</i>									
Grain contracts	\$ 5.5	\$ 232.9	\$ (4.0)	\$ 75.1	\$ 80.7	\$ (85.4)	\$ (0.2)	\$ 1.9	\$ (7.2)
Lean hog contracts	102.8	(82.8)	(22.8)	32.3	(44.5)	1.9	(0.5)	(1.0)	(0.5)
Interest rate contracts	—	(1.2)	(4.6)	(2.4)	(7.0)	(6.8)	—	—	—
Foreign exchange contracts	(2.5)	(4.1)	6.1	(4.1)	(2.6)	(8.0)	—	—	—
Total	\$ 105.8	\$ 144.8	\$ (25.3)	\$ 100.9	\$ 26.6	\$ (98.3)	\$ (0.7)	\$ 0.9	\$ (7.7)

For the fiscal periods presented, foreign exchange contracts were determined to be highly effective. We have excluded from the assessment of effectiveness differences between spot and forward rates, which we have determined to be immaterial.

During fiscal 2012 and 2011, we discontinued cash flow hedge accounting on certain grain contracts as it became probable that the original forecasted transactions would not transpire. As a result of this change, the table above for fiscal 2012 includes gains of \$12.0 million on grain contracts de-designated from hedging relationships that were reclassified from accumulated other comprehensive loss into earnings in fiscal 2012. The related impact of discontinued cash flow hedges in fiscal 2011 was immaterial.

As of April 29, 2012, there were deferred net gains of \$51.2 million, net of tax of \$32.0 million, in accumulated other comprehensive loss. We expect to reclassify \$37.6 million (\$23.0 million net of tax) of the deferred net gains on closed commodity contracts into earnings in fiscal 2013. We are unable to estimate the gains or losses to be reclassified into earnings in fiscal 2013 related to open contracts as their values are subject to change.

Fair Value Hedges

We enter into derivative instruments (primarily futures contracts) that are designed to hedge changes in the fair value of live hog inventories and firm commitments to buy grains. When fair value hedge accounting is applied, derivative gains and losses are recognized in earnings currently along with the change in fair value of the hedged item attributable to the risk being hedged. The gains or losses on the derivative instruments and the offsetting losses or gains on the related hedged items are recorded in cost of sales for commodity contracts, interest expense for interest rate contracts and selling, general and administrative expenses for foreign exchange contracts.

During fiscal 2012, the range of notional volumes associated with open derivative instruments designated in fair value hedging relationships was as follows:

	Minimum	Maximum	Metric
<i>Commodities:</i>			
Lean hogs	—	221,680,000	Pounds
Corn	2,245,000	7,250,000	Bushels

The following table presents the effects on our consolidated statements of income of gains and losses on derivative instruments designated in fair value hedging relationships and the related hedged items for the fiscal years indicated:

	Gain (Loss) Recognized in Earnings on Derivative			Gain (Loss) Recognized in Earnings on Related Hedged Item		
	2012	2011	2010	2012	2011	2010
	(in millions)			(in millions)		
Commodity contracts	\$ 21.9	\$ (4.2)	\$ (36.2)	\$ (16.7)	\$ 5.4	\$ 32.4
Interest rate contracts	—	—	0.6	—	—	(0.6)
Foreign exchange contracts	—	—	3.4	—	—	(1.5)
Total	\$ 21.9	\$ (4.2)	\$ (32.2)	\$ (16.7)	\$ 5.4	\$ 30.3

We recognized gains of \$6.0 million in fiscal 2012 and losses of \$24.9 million and \$3.1 million in fiscal 2011 and fiscal 2010, respectively, on closed commodity derivative contracts as the underlying cash transactions affected earnings.

For fair value hedges of hog inventory, we elect to exclude from the assessment of effectiveness differences between the spot and futures prices. These differences are recorded directly into earnings as they occur. These differences resulted in gains of \$5.1 million and \$0.2 million in fiscal 2012 and fiscal 2011, respectively, and losses of \$4.4 million in fiscal 2010.

Mark-to-Market Method

Derivative instruments that are not designated as a hedge, have been de-designated from a hedging relationship, or do not meet the criteria for hedge accounting are marked-to-market with the unrealized gains and losses together with actual realized gains and losses from closed contracts being recognized in current period earnings. Under the mark-to-market method, gains and losses are recorded in cost of sales for commodity contracts, and selling, general and administrative expenses for interest rate contracts and foreign exchange contracts.

During fiscal 2012, the range of notional volumes associated with open derivative instruments using the “mark-to-market” method was as follows:

	Minimum	Maximum	Metric
<i>Commodities:</i>			
Lean hogs	400,000	334,320,000	Pounds
Com	4,985,000	22,810,000	Bushels
Soybean meal	—	249,000	Tons
Soybeans	210,000	775,000	Bushels
Wheat	—	1,820,000	Bushels
Live cattle	—	120,000	Pounds
Natural gas	1,750,000	11,260,000	Million BTU
Heating oil	—	1,008,000	Gallons
Crude oil	—	53,000	Barrels
Foreign currency ⁽¹⁾	29,400,715	140,191,820	U.S. Dollars

⁽¹⁾ Amounts represent the U.S. dollar equivalent of various foreign currency contracts.

The following table presents the amount of gains (losses) recognized in the consolidated statements of income on derivative instruments using the “mark-to-market” method by type of derivative contract for the fiscal years indicated:

	Fiscal Years		
	2012	2011	2010
	(in millions)		
Commodity contracts	\$ 6.4	\$ 63.4	\$ (92.4)
Foreign exchange contracts	7.7	(9.0)	(11.1)
Total	\$ 14.1	\$ 54.4	\$ (103.5)

The table above reflects gains and losses from both open and closed contracts including, among other things, gains and losses related to contracts designed to hedge price movements that occur entirely within a fiscal year. The table includes amounts for both realized and unrealized gains and losses. The table is not, therefore, a simple representation of unrealized gains and losses recognized in the income statement during any period presented.

NOTE 6: INVESTMENTS

Investments consist of the following:

Equity Investment	Segment	% Owned	April 29, 2012	May 1, 2011
(in millions)				
Campofrío Food Group (CFG)	International	37%	\$ 385.2	\$ 445.1
Mexican joint ventures	International	50%	111.2	110.2
All other equity method investments	Various	Various	26.2	27.2
Total investments			\$ 522.6	\$ 582.5

We record our share of earnings and losses from our equity method investments in loss (income) from equity method investments. Some of these results are reported on a one-month lag which, in our opinion, does not materially impact our consolidated financial statements. Each quarter, we review the carrying value of our investments and consider whether indicators of impairment exist. Examples of impairment indicators include a history or expectation of future operating losses and declines in a quoted share price, among other factors. If an impairment indicator exists, we must evaluate the fair value of our investment to determine if a loss in value, which is other than temporary, has occurred. If we consider any such decline to be other than temporary (based on various factors, including historical financial results, product development activities and the overall health of the affiliate’s industry), then a write-down of the investment to its estimated fair value would be recorded. We have determined that no write-down was necessary for all periods presented.

As of April 29, 2012, we held 37,811,302 shares of CFG common stock. Shares of CFG are publicly traded on the Bolsa de Madrid exchange (Madrid Exchange). However, we do not believe the quoted share price on the Madrid Exchange is, by itself, reflective of the fair value of our investment in CFG for the following reasons:

- the minority shares traded on the Madrid Exchange confer no special rights or privileges to buyers. In contrast, the shares comprising our 37% stake in CFG contractually entitle us to two seats on CFG’s 9-person board of directors, giving us the ability to exert significant influence over the strategic and operational decisions of our investee.
- the stock is very thinly traded. CFG is a closely held company, with the three largest shareholders owning approximately 74% of the outstanding shares. We are CFG’s largest shareholder, with a 37% stake.

The average daily trading volume during the fourth quarter of fiscal 2012 represents just 0.009% of the total outstanding shares (average trading volume of 9,800 shares while the total number of shares outstanding is in excess of 102 million). The lack of an active market can cause significant fluctuations and volatility in the stock price that are not commensurate with fundamental changes in the underlying business and the fair value of our holding in CFG. Shares trading on the Madrid Exchange have ranged from a high of €9.28 (\$13.77) to a low €5.28 (\$7.35) per share during fiscal 2012, with fluctuations in between.

The table below shows CFG's intra-day high share price and Smithfield's carrying value, expressed in euro per share, on various dates relevant to our disclosures.

Date	Share Price		Carrying Value	
February 17, 2012	€	7.20	€	7.54
April 29, 2012 ⁽¹⁾	€	6.30	€	7.70

⁽¹⁾ Share prices on year-end dates reflect the last trading day in the fiscal year.

As the table above shows, the carrying value of our investment in CFG was above the quoted market price on the Madrid Exchange at the end of fiscal 2012, indicating a possible impairment of our investment in CFG. However, as noted above, we do not consider the share price on the Madrid Exchange, by itself, to be determinative of fair value.

In assessing the fair value of our investment, we considered a variety of information, including an independent third party valuation report, which incorporates generally accepted valuation techniques, CFG's history of positive cash flows, expectations about the future cash flows of CFG, market multiples for comparable businesses, and an influence premium applied to the market price of CFG's shares on the Madrid Exchange to adjust for our contractual right to two board seats and our ability to exert significant influence over the operational and strategic decisions of the company.

Based on an evaluation of all these factors, we concluded the fair value of our investment in CFG, as of April 29, 2012, exceeded its carrying amount.

Loss (income) from equity method investments consists of the following:

Equity Investment	Segment	Fiscal Years		
		2012	2011	2010
(in millions)				
CFG ⁽¹⁾	International	\$ 25.0	\$ (17.0)	\$ (4.5)
Mexican joint ventures	International	(13.4)	(29.6)	(13.2)
Butterball ⁽²⁾	Other	—	(1.3)	(18.8)
All other equity method investments	Various	(1.7)	(2.2)	(2.1)
Loss (income) from equity method investments		\$ 9.9	\$ (50.1)	\$ (38.6)

⁽¹⁾ CFG prepares its financial statements in accordance with International Financial Reporting Standards. Our share of CFG's results reflects U.S. GAAP adjustments and thus, there may be differences between the amounts we report for CFG and the amounts reported by CFG.

⁽²⁾ In the third quarter of fiscal 2011, we completed the sale of Butterball. See Note 3—Impairment and Disposal of Long-lived Assets for further discussion.

CFG

In December 2011 (fiscal 2012), the board of CFG approved a multi-year plan to consolidate and streamline its manufacturing operations to improve operating efficiencies and increase utilization (the CFG Consolidation Plan). The CFG Consolidation Plan includes the disposal of certain assets, employee redundancy costs and the contribution of CFG's French cooked ham business into a newly formed joint venture. As a result, we recorded our share of CFG's charges totaling \$38.7 million in loss (income) from equity method investments within the International segment in fiscal 2012.

In fiscal 2010, as part of a debt restructuring, CFG redeemed certain of its debt instruments and, as a result, we recorded \$10.4 million of charges in loss (income) from equity method investments.

The following summarized financial information for CFG is based on CFG's financial statements and translated into U.S. Dollars:

	Fiscal Years		
	2012	2011	2010
	(in millions)		
<i>Income statement information:</i>			
Sales	\$ 2,536.1	\$ 2,433.3	\$ 2,593.8
Gross profit	583.0	423.0	559.6
Net income (loss)	(71.2)	46.1	12.9

	April 29, 2012	May 1, 2011
	(in millions)	
<i>Balance sheet information:</i>		
Current assets	\$ 944.5	\$ 1,025.6
Long-term assets	1,930.4	1,856.1
Current liabilities	941.9	874.1
Long-term liabilities	1,168.1	990.9

Farasia Corporation (Farasia)

In November 2009 (fiscal 2010), we completed the sale of our investment in Farasia, a 50/50 Chinese joint venture formed in 2001, for RMB 97.0 million (\$14.2 million at the time of the transaction). We recorded, in selling, general and administrative expenses, a \$4.5 million pre-tax gain on the sale of this investment.

NOTE 7: ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities consist of the following:

	April 29, 2012	May 1, 2011
	(in millions)	
Payroll and related benefits	\$ 233.5	\$ 256.1
Customer incentives	81.7	82.9
Insurance reserves	63.3	58.5
Accrued interest	41.9	47.4
Other	236.6	204.9
Total accrued expenses and other current liabilities	\$ 657.0	\$ 649.8

NOTE 8: DEBT

Long-term debt consists of the following:

	April 29, 2012	May 1, 2011
	(in millions)	
10% senior secured notes, due July 2014, including unamortized discounts of \$7.0 million and \$11.2 million	\$ 357.4	\$ 412.9
10% senior secured notes, due July 2014, including unamortized premiums of \$4.4 million and \$6.1 million	229.4	231.1
7.75% senior unsecured notes, due July 2017	500.0	500.0
4% senior unsecured Convertible Notes, due June 2013, including unamortized discounts of \$26.8 million and \$47.3 million	373.2	352.7
7.75% senior unsecured notes, due May 2013	160.0	160.0
7% senior unsecured notes, due August 2011, including unamortized premiums of \$0.2 million	—	78.0
Floating rate senior secured term loan, due June 2016	200.0	200.0
Various, interest rates from 0% to 7.47%, due May 2012 through March 2017	117.3	160.0
Total debt	1,937.3	2,094.7
Current portion	(62.5)	(143.2)
Total long-term debt	\$ 1,874.8	\$ 1,951.5

Scheduled maturities of long-term debt are as follows:

Fiscal Year	(in millions)
2013	\$ 62.5
2014	553.2
2015	604.3
2016	39.6
2017	177.7
Thereafter	500.0
Total debt	\$ 1,937.3

Working Capital Facilities

In June 2011 (fiscal 2012), we refinanced our asset-based revolving credit agreement totaling \$1.0 billion that supported short-term funding needs and letters of credit (the ABL Credit Facility) into two separate facilities: (1) an inventory-based revolving credit facility totaling \$925.0 million, with an option to expand up to \$1.2 billion (the Inventory Revolver), and (2) an accounts receivable securitization facility totaling \$275.0 million (the Securitization Facility). We may request working capital loans and letters of credit under both facilities. As a result of the refinancing, we recognized a loss on debt extinguishment of \$1.2 million in the first quarter of fiscal 2012 for the write-off of unamortized debt issuance costs associated with the ABL Credit Facility.

Availability under the Inventory Revolver is a function of the level of eligible inventories, subject to reserves. The Inventory Revolver matures in June 2016. However, it will mature on March 15, 2014 if the outstanding principal balance of our 2014 Notes, net of the amount of cash in excess of \$75 million, exceeds \$300 million on that date. The unused commitment fee and the interest rate spreads are a function of our leverage ratio (as defined in the Second Amended and Restated Credit Agreement). As of April 29, 2012, the unused commitment fee and interest rate were 0.375% and LIBOR plus 2.5%, respectively. The Inventory Revolver includes financial covenants. The ratio of our funded debt to capitalization (as defined in the Second Amended and Restated Credit Agreement) may not exceed 0.5 to 1.0, and our EBITDA to interest expense ratio (as defined in the Second Amended and Restated Credit Agreement) may not be less than 2.5 to 1.0. Obligations under the Inventory Revolver are guaranteed by our material U.S. subsidiaries and are secured by (i) a first priority lien on certain personal property, including cash and cash equivalents, deposit accounts, inventory, intellectual property, and certain equity interests (the Inventory Revolver Collateral), and (ii) a second priority lien on substantially all of the guarantors' real property, fixtures and equipment (the Non-Inventory Revolver Collateral). We incurred approximately \$9.7 million in transaction fees in connection with the Inventory Revolver, which are being amortized over its five-year life.

The term of the Securitization Facility is three years. As part of the arrangement, all accounts receivable of our major Pork segment subsidiaries are sold to a wholly-owned "bankruptcy remote" special purpose vehicle (SPV). The SPV pledges the receivables as security for loans and letters of credit. The SPV is included in our consolidated financial statements and therefore, the accounts receivable owned by it are included in our consolidated balance sheet. However, the accounts receivable owned by the SPV are separate and distinct from our other assets and are not available to our other creditors should we become insolvent. As of April 29, 2012, the SPV held \$390.3 million of accounts receivable and we had no outstanding borrowings on the Securitization Facility.

The unused commitment fee and the interest rate spreads under the Securitization Facility are a function of our leverage ratio (as defined in the Second Amended and Restated Credit Agreement). As of April 29, 2012, the unused commitment fee and interest rate were 0.375% and the lender's cost of funds of 0.28% plus 1.25%, respectively. We incurred approximately \$1.3 million in transaction fees in connection with the Securitization Facility, which are being amortized over its three-year life.

As of April 29, 2012, we had aggregate credit facilities and credit lines totaling \$1.3 billion. Our unused capacity under these credit facilities and credit lines was \$1.1 billion. These facilities and lines are generally at prevailing market rates. We pay commitment fees on the unused portion of the facilities.

Average borrowings under credit facilities and credit lines were \$99.8 million, \$81.6 million and \$163.7 million at average interest rates of 4.9%, 4.8% and 4.9% during fiscal 2012, 2011 and 2010, respectively. Maximum borrowings were \$245.3 million, \$256.9 million and \$609.3 million in fiscal 2012, 2011 and 2010, respectively. Total outstanding borrowings were \$64.9 million as of April 29, 2012 and \$76.9 million as of May 1, 2011 with average interest rates of 5.7% and 5.2%, respectively.

Rabobank Term Loan

In June 2011 (fiscal 2012), we refinanced our \$200.0 million term loan (the Rabobank Term Loan). As a result, the maturity date changed from August 29, 2013 to June 9, 2016. We are obligated to repay \$25.0 million of the principal under the Rabobank Term Loan on June 9, 2015. We may elect to prepay the loan at any time, subject to the payment of certain prepayment fees in respect of any voluntary prepayment prior to June 9, 2013 and other customary breakage costs. Interest accrues, at our option, at LIBOR plus 3.75% or a base rate (the greater of Rabobank's prime rate and the Federal funds rate plus 0.5%) plus 2.75%. Obligations under the Rabobank Term Loan are guaranteed by our material U.S. subsidiaries and are secured by a first priority lien on the Non-Inventory Revolver Collateral and a second priority lien on the Inventory Revolver Collateral.

2014 Notes

In July 2009 (fiscal 2010), we issued \$625 million aggregate principal amount of 10% senior secured notes at a price equal to 96.201% of their face value. In August 2009 (fiscal 2010), we issued an additional \$225 million aggregate principal amount of 10% senior secured notes at a price equal to 104% of their face value, plus accrued interest from July 2, 2009 to August 14, 2009. Collectively, these notes, which mature in July 2014 are referred to as the "2014 Notes".

The 2014 Notes are guaranteed by substantially all of our U.S. subsidiaries. The 2014 Notes are secured by first-priority liens on the the Non-Inventory Revolver Collateral and by second-priority liens on the Inventory Revolver Collateral.

The 2014 Notes will rank equally in right of payment to all of our existing and future senior debt and senior in right of payment to all of our existing and future subordinated debt. The guarantees will rank equally in right of payment with all of the guarantors' existing and future senior debt and senior in right of payment to all of the guarantors' existing and future subordinated debt. In addition, the 2014 Notes are structurally subordinated to the liabilities of our non-guarantor subsidiaries.

Debt Extinguishments

2011 Notes

During fiscal 2011, we repurchased \$522.2 million of our 7% senior unsecured notes due August 2011 (2011 Notes) for \$543.1 million and recognized losses on debt extinguishment of \$21.4 million, including the write-off of related unamortized premiums and debt costs.

During fiscal 2012, we redeemed the remaining \$77.8 million of our 7% senior unsecured notes due August 2011.

2013 Notes and 2014 Notes

In January 2011 (fiscal 2011), we commenced a Dutch auction cash tender offer to purchase for \$450.0 million in cash (the January Tender Offer) the maximum aggregate principal amount of our outstanding 7.75% senior unsecured notes due May 2013 (2013 Notes) and our outstanding 10% senior secured notes due July 2014 (2014 Notes). As a result of the January Tender Offer, we paid \$450.0 million to repurchase 2013 Notes and 2014 Notes with face values of \$190.0 million and \$200.9 million, respectively, and recognized losses on debt extinguishment of \$71.1 million in the fourth quarter of fiscal 2011, including the write-off of related unamortized discounts and debt costs.

During fiscal 2012, we repurchased \$59.7 million of our 2014 Notes for \$68.3 million and recognized losses on debt extinguishment of \$11.0 million, including the write-off of related unamortized discounts and debt costs.

Credit Facilities

In fiscal 2010, we recognized \$11.0 million of losses on debt extinguishment related to the termination of various debt agreements, including our then existing \$1.3 billion secured revolving credit agreement (the U.S. Credit Facility) and €300 million European secured revolving credit facility.

Convertible Notes

In July 2008 (fiscal 2009), we issued \$400 million aggregate principal amount of 4% convertible senior notes due June 30, 2013 (the Convertible Notes) in a registered offering. The Convertible Notes are senior unsecured obligations. The Convertible Notes are payable with cash and, at certain times, are convertible into shares of our common stock based on an initial conversion rate, subject to adjustment, of 44.082 shares per \$1,000 principal amount of Convertible Notes (which represents an initial conversion price of approximately \$22.68 per share). Upon conversion, a holder will receive cash up to the principal amount of the Convertible Notes and shares of our common stock for the remainder, if any, of the conversion obligation.

Prior to April 1, 2013, holders may convert their notes into cash and shares of our common stock, if any, at the applicable conversion rate under the following circumstances:

- during any fiscal quarter if the last reported sale price of our common stock is greater than or equal to 120% of the applicable conversion price for at least 20 trading days during the period of 30 consecutive trading days ending on the last trading day of the preceding fiscal quarter;
- during the five business-day period after any ten consecutive trading-day period in which the trading price per \$1,000 principal amount of notes was less than 98% of the last reported sale price of our common stock multiplied by the applicable conversion rate; or
- upon the occurrence of specified corporate transactions.

On or after April 1, 2013, holders may convert their Convertible Notes at any time prior to the close of business on the third scheduled trading day immediately preceding the maturity date, regardless of the foregoing circumstances.

On the date of issuance of the Convertible Notes, our nonconvertible debt borrowing rate was determined to be 10.2%. Based on that rate of interest, the equity component of the Convertible Notes was determined to be \$95.8 million.

In connection with the issuance of the Convertible Notes, we entered into separate convertible note hedge transactions with respect to our common stock to reduce potential economic dilution upon conversion of the Convertible Notes, and separate warrant transactions (collectively referred to as the Call Spread Transactions). We purchased call options that permit us to acquire up to approximately 17.6 million shares of our common stock, subject to adjustment, which is the number of shares initially issuable upon conversion of the Convertible Notes. In addition, we sold warrants permitting the purchasers to acquire up to approximately 17.6 million shares of our common stock, subject to adjustment. See Note 13—Equity for more information on the Call Spread Transactions.

NOTE 9: LEASE OBLIGATIONS, COMMITMENTS AND GUARANTEES

Lease Obligations

We lease facilities and equipment under non-cancelable operating leases. The terms of each lease agreement vary and may contain renewal or purchase options. Rental payments under operating leases are charged to expense on the straight-line basis over the period of the lease. Rental expense under operating leases of real estate, machinery, vehicles and other equipment was \$46.5 million, \$42.3 million and \$49.3 million in fiscal 2012, 2011 and 2010, respectively.

Future rental commitments under non-cancelable operating leases as of April 29, 2012 are as follows:

Fiscal Year	(in millions)
2013	\$ 41.5
2014	29.4
2015	22.7
2016	17.6
2017	14.2
Thereafter	43.6
Total	<u>\$ 169.0</u>

As of April 29, 2012, future minimum lease payments under capital leases were approximately \$27.6 million. The present value of the future minimum lease payments was \$27.1 million. The long-term portion of capital lease obligations was \$26.1 million and \$27.1 million as of April 29, 2012 and May 1, 2011, respectively, and the current portion was \$1.0 million and \$0.5 million as of April 29, 2012 and May 1, 2011, respectively.

Commitments

We have agreements, expiring through fiscal 2022, to use cold storage warehouses owned by partnerships, of which we are 50% partners. We have agreed to pay prevailing competitive rates for use of the facilities, subject to aggregate guaranteed minimum annual fees. In fiscal 2012, 2011 and 2010, we paid \$14.0 million, \$18.2 million and \$19.7 million, respectively, in fees for use of the facilities. We had investments in the partnerships of \$2.2 million as of April 29, 2012, and \$2.3 million as of May 1, 2011, respectively.

We have purchase commitments with certain livestock producers that obligate us to purchase all the livestock that these producers deliver. Other arrangements obligate us to purchase a fixed amount of livestock. We also use independent farmers and their facilities to raise hogs produced from our breeding stock in exchange for a performance-based service fee payable upon delivery. We estimate the future obligations under these commitments based on available commodity livestock futures prices and internal projections about future hog prices, expected quantities delivered and anticipated performance. Our estimated future obligations under these commitments are as follows:

Fiscal Year	(in millions)
2013	\$ 1,814.7
2014	1,194.0
2015	1,126.2
2016	892.6
2017	878.8

As of April 29, 2012, we were also committed to purchase approximately \$228.7 million under forward grain contracts payable in fiscal 2013.

As of April 29, 2012, we had total estimated remaining capital expenditures of \$101.8 million on approved projects. These projects are expected to be funded with cash flows from operations and/or borrowings under credit facilities.

Guarantees

As part of our business, we are a party to various financial guarantees and other commitments as described below. These arrangements involve elements of performance and credit risk that are not included in the consolidated balance sheets as of April 29, 2012. We could become liable in connection with these obligations depending on the performance of the guaranteed party or the occurrence of future events that we are unable to predict. If we consider it probable that we will become responsible for an obligation, we will record the liability on our consolidated balance sheet.

We (together with our joint venture partners) guarantee financial obligations of certain unconsolidated joint ventures. The financial obligations are: up to \$87.0 million of debt borrowed by Agroindustrial del Noroeste (Norson), of which \$58.0 million was outstanding as of April 29, 2012, and up to \$3.5 million of liabilities with respect to currency swaps executed by another of our unconsolidated Mexican joint ventures, Granjas Carroll de Mexico. The covenants in the guarantee relating to Norson's debt incorporate our covenants under the Inventory Revolver. In addition, we continue to guarantee a lease obligation of \$11.3 million that was assumed by JBS in connection with the sale of Smithfield Beef, Inc. This lease guarantee may remain in place until the lease expires in February 2022.

NOTE 10: INCOME TAXES

Income tax expense (benefit) consists of the following:

	Fiscal Years		
	2012	2011	2010
	(in millions)		
<i>Current income tax expense (benefit):</i>			
Federal	\$ 72.7	\$ 57.6	\$ (150.2)
State	8.4	17.2	2.5
Foreign	1.1	3.1	(0.8)
	82.2	77.9	(148.5)
<i>Deferred income tax expense (benefit):</i>			
Federal	82.1	128.3	55.0
State	11.2	24.2	(23.1)
Foreign	(3.1)	5.7	3.4
	90.2	158.2	35.3
Total income tax expense (benefit)	\$ 172.4	\$ 236.1	\$ (113.2)

A reconciliation of taxes computed at the federal statutory rate to the provision for income taxes is as follows:

	Fiscal Years		
	2012	2011	2010
Federal income taxes at statutory rate	35.0 %	35.0 %	35.0 %
State income taxes, net of federal tax benefit	2.1	3.4	6.5
Foreign income taxes	(0.2)	(1.2)	9.6
Unremitted earnings	2.6	—	—
Net change in uncertain tax positions	(2.4)	(0.3)	(1.3)
Net change in valuation allowance	(0.9)	(3.4)	(0.4)
Tax credits	(1.0)	(1.1)	2.3
Manufacturer's deduction	(1.7)	(1.8)	—
Adjustment to goodwill	—	2.0	1.0
Other	(1.2)	(1.4)	—
Effective tax rate	32.3 %	31.2 %	52.7 %

The unremitted earnings impact to the effective tax rate resulted primarily from the CFG Consolidation Plan.

We had income taxes receivable of \$101.7 million as of April 29, 2012 in prepaid expenses and other current assets and income taxes payable of \$18.8 million as of May 1, 2011 in accrued expenses and other current liabilities.

The tax effects of temporary differences consist of the following:

	April 29, 2012	May 1, 2011
	(in millions)	
<i>Deferred tax assets:</i>		
Pension liabilities	\$ 256.4	\$ 138.6
Tax credits, carryforwards and net operating losses	85.6	96.8
Accrued expenses	53.2	41.7
Employee benefits	—	11.1
Other	30.8	39.6
	426.0	327.8
Valuation allowance	(54.6)	(66.8)
Total deferred tax assets	\$ 371.4	\$ 261.0
<i>Deferred tax liabilities:</i>		
Property, plant and equipment	\$ 385.6	\$ 337.4
Intangible assets	125.8	108.5
Derivatives	31.9	44.7
Employee benefits	13.7	—
Investments in subsidiaries	44.6	53.5
Total deferred tax liabilities	\$ 601.6	\$ 544.1

The following table presents the classification of deferred taxes in our balance sheets as of April 29, 2012 and May 1, 2011:

	April 29, 2012	May 1, 2011
	(in millions)	
Other current assets	\$ 57.4	\$ 39.3
Other assets	3.2	5.6
Accrued expenses and other current liabilities	—	3.9
Other liabilities	290.8	324.1

Management makes an assessment to determine if its deferred tax assets are more likely than not to be realized. Valuation allowances are established in the event that management believes the related tax benefits will not be realized. The valuation allowance primarily relates to state credits, state net operating loss carryforwards and losses in foreign jurisdictions for which no tax benefit was recognized. During fiscal 2012, the valuation allowance decreased by \$12.2 million resulting primarily from currency translation and deferred tax adjustments with an immaterial amount impacting the effective tax rate.

The tax credits, carryforwards and net operating losses expire from fiscal 2013 to 2032.

There were foreign subsidiary net earnings that were considered permanently reinvested of \$123.6 million and \$97.8 million as of April 29, 2012 and May 1, 2011, respectively. It is not reasonably determinable as to the amount of deferred tax liability that would need to be provided if such earnings were not reinvested.

A reconciliation of the beginning and ending liability for unrecognized tax benefits is as follows:

	(in millions)
Balance, May 2, 2010	\$ 43.2
Additions for tax positions taken in the current year	4.9
Additions for tax positions taken in prior years	0.9
Settlements with taxing authorities	(7.3)
Lapse of statute of limitations	(8.1)
Balance, May 1, 2011	33.6
Additions for tax positions taken in the current year	2.4
Reduction for tax positions taken in prior years	(10.8)
Settlements with taxing authorities	(9.3)
Lapse of statute of limitations	(0.6)
Balance, April 29, 2012	\$ 15.3

We operate in multiple taxing jurisdictions, both within the U.S. and outside of the U.S., and are subject to examination from various tax authorities. The liability for unrecognized tax benefits included \$4.7 million and \$10.4 million of accrued interest as of April 29, 2012 and May 1, 2011, respectively. We recognized \$3.5 million and \$0.1 million of net interest income during fiscal 2012 and 2011, respectively, and \$0.4 million of net interest expense during fiscal 2010 in income tax expense (benefit). The liability for unrecognized tax benefits included \$14.1 million as of April 29, 2012 and \$32.6 million as of May 1, 2011, that if recognized, would impact the effective tax rate.

We are currently being audited in several tax jurisdictions and remain subject to examination until the statute of limitations expires for the respective tax jurisdiction. Within specific countries, we may be subject to audit by various tax authorities, or subsidiaries operating within the country may be subject to different statute of limitations expiration dates. We have concluded all U.S. federal income tax matters through fiscal 2010. We are currently in appeals for the 2011 tax year and under U.S federal examination for the 2012 tax year.

Based upon the expiration of statutes of limitations and/or the conclusion of tax examinations in several jurisdictions as of April 29, 2012, we believe it is reasonably possible that the total amount of previously unrecognized tax benefits may decrease by up to \$2.0 million within twelve months of April 29, 2012.

NOTE 11: PENSION AND OTHER RETIREMENT BENEFIT PLANS

Company Sponsored Defined Benefit Pension Plans

We provide the majority of our U.S. employees with pension benefits. Salaried employees are provided benefits based on years of service and average salary levels. Hourly employees are provided benefits of stated amounts for each year of service.

The following table presents a reconciliation of the pension benefit obligation, plan assets and the funded status of these pension plans.

	April 29, 2012	May 1, 2011
	(in millions)	
<i>Change in benefit obligation:</i>		
Benefit obligation at beginning of year	\$ 1,329.9	\$ 1,283.9
Service cost	37.4	37.0
Interest cost	75.9	74.9
Benefits paid	(63.2)	(69.3)
Actuarial loss	229.1	1.0
Other	1.5	2.4
Benefit obligation at end of year	1,610.6	1,329.9
<i>Change in plan assets: ⁽¹⁾</i>		
Fair value of plan assets at beginning of year	956.4	788.7
Actual return on plan assets	(16.0)	125.8
Employer contributions	142.8	95.1
Benefits paid	(59.7)	(56.2)
Other	—	3.0
Fair value of plan assets at end of year	1,023.5	956.4
Funded status	\$ (587.1)	\$ (373.5)
<i>Amounts recognized in the consolidated balance sheet:</i>		
Net long-term pension liability	\$ (581.9)	\$ (369.6)
Accrued expenses and other current liabilities	(5.2)	(4.5)
Other assets	—	0.6
Net amount recognized at end of year	\$ (587.1)	\$ (373.5)

⁽¹⁾ Excludes the assets and related activity of our non-qualified defined benefit pension plans. The fair value of assets related to our non-qualified plans was \$107.1 million and \$117.7 million as of April 29, 2012 and May 1, 2011, respectively. We made cash contributions of \$33.4 million in fiscal 2011. In fiscal 2011, we also contributed company-owned life insurance policies with cash surrender values totaling \$29.4 million on the date of contribution. We made no contributions to our non-qualified plans in fiscal 2012. Benefits paid for our non-qualified plans were \$3.5 million and \$13.1 million for fiscal 2012 and fiscal 2011, respectively.

The accumulated benefit obligation for all defined benefit pension plans was \$1.5 billion and \$1.3 billion as of April 29, 2012 and May 1, 2011, respectively. The accumulated benefit obligation for all of our defined benefit pension plans exceeded the fair value of plan assets for both periods presented.

The following table shows the pre-tax unrecognized items included as components of accumulated other comprehensive loss related to our defined benefit pension plans as of the dates indicated.

	April 29, 2012	May 1, 2011
	(in millions)	
Unrecognized actuarial loss	\$ (665.4)	\$ (365.3)
Unrecognized prior service credit	4.7	7.2

We expect to recognize \$52.9 million of the actuarial loss and prior service cost as net periodic pension cost in fiscal 2013.

The following table presents the components of the net periodic pension costs for the periods indicated:

	Fiscal Years		
	2012	2011	2010
	(in millions)		
Service cost	\$ 37.4	\$ 37.0	\$ 22.6
Interest cost	75.9	74.9	73.7
Expected return on plan assets	(79.6)	(63.9)	(49.3)
Net amortization	23.5	34.0	20.3
Net periodic pension cost	<u>\$ 57.2</u>	<u>\$ 82.0</u>	<u>\$ 67.3</u>

The following table shows our weighted-average assumptions for the periods indicated.

	Fiscal Years		
	2012	2011	2010
Discount rate to determine net periodic benefit cost	5.85%	6.00%	8.25%
Discount rate to determine benefit obligation	4.75	5.85	6.00
Expected long-term rate of return on plan assets	7.75	8.00	8.25
Rate of compensation increase	4.00	4.00	4.00

We use an independent third-party actuary to assist in the determination of assumptions used and the measurement of our pension obligation and related costs. We review and select the discount rate to be used in connection with our pension obligation annually. In determining the discount rate, we use the yield on corporate bonds (rated AA or better) that coincides with the cash flows of the plans' estimated benefit payouts. The model uses a yield curve approach to discount each cash flow of the liability stream at an interest rate specifically applicable to the timing of each respective cash flow. Using imputed interest rates, the model sums the present value of each cash flow stream to calculate an equivalent weighted average discount rate. We use this resulting weighted average discount rate to determine our final discount rate.

To determine the expected long-term return on plan assets, we consider the current and anticipated asset allocations, as well as historical and estimated returns on various categories of plan assets. Long-term trends are evaluated relative to market factors such as inflation, interest rates and fiscal and monetary policies in order to assess the capital market assumptions. Over the 5-year period ended April 29, 2012 and May 1, 2011, the average rate of return on plan assets was approximately 1.40% and 3.87% percent, respectively. Actual results that differ from our assumptions are accumulated and amortized over future periods and, therefore, affect expense in future periods.

Pension plan assets may be invested in cash and cash equivalents, equities, debt securities, insurance contracts and real estate. Our investment policy for the pension plans is to balance risk and return through a diversified portfolio of high-quality equity and fixed income securities. Equity targets for the pension plans are as indicated in the following table. Maturity for fixed income securities is managed such that sufficient liquidity exists to meet near-term benefit payment obligations. The plans retain outside investment advisors to manage plan investments within parameters established by our plan trustees.

The following table presents the fair value of our qualified pension plan assets by major asset category as of April 29, 2012 and May 1, 2011. The allocation of our pension plan assets is based on the target range presented in the following table.

Asset category:	April 29, 2012	May 1, 2011	Target Range
	(in millions)		
Cash and cash equivalents, net of unsettled transactions	\$ 24.7	\$ 83.9	0-4%
Equity securities	427.0	570.5	30-50%
Debt securities	495.2	266.6	35-55%
Alternative assets	76.6	35.4	5-20%
Total	<u>\$ 1,023.5</u>	<u>\$ 956.4</u>	

See Note 14—Fair Value Measurements for additional information about the fair value of our pension assets.

As of April 29, 2012 and May 1, 2011, the amount of our common stock included in plan assets was 4,154,344 and 4,757,066 shares, respectively, with market values of \$88.2 million and \$112.1 million, respectively.

We generally contribute the minimum amount required under government regulations to our qualified pension plans, plus amounts necessary to maintain an 80% funded status in order to avoid benefit restrictions under the Pension Protection Act. Minimum employer contributions to our qualified pension plans are expected to be \$44.8 million for fiscal 2013.

Expected future benefit payments for our defined benefit pension plans are as follows:

Fiscal Year	(in millions)
2013	\$ 69.2
2014	72.3
2015	75.6
2016	79.5
2017	83.3
2018-2022	476.3

Multiemployer Defined Benefit Pension Plans

In addition to our Company sponsored defined benefit pension plans, we contribute to several multiemployer defined benefit pension plans under collective bargaining agreements that cover certain of our union-represented employees. The risks of participating in such plans are different from the risks of single-employer plans, in the following respects:

- Assets contributed to a multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- If a participating employer ceases to contribute to a multiemployer plan, the unfunded obligation of the plan may be borne by the remaining participating employers.
- If we were to withdraw from a multiemployer plan, we may be required to pay the plan an amount based on the underfunded status of the plan and on the history of our participation in the plan prior to withdrawal. This is referred to as a withdrawal liability.

Each multiemployer plan in which we participate has a certified zone status as currently defined by the Pension Protection Act of 2006. The zone status is based on information provided to us and other participating employers by each plan and is certified by the plan's actuary. The following are descriptions of the zone status types based on criteria established under the Internal Revenue Code (IRC):

- *"Red" Zone*—Plan has been determined to be in "critical status" and is generally less than 65% funded. A rehabilitation plan, as required under the IRC, must be adopted by plans in the "red" zone. Plan participants may be responsible for the payment of surcharges, in addition to the contribution rate specified in the applicable collective bargaining agreement, for a plan in "critical status," in accordance with the requirements of the IRC.
- *"Yellow" Zone*—Plan has been determined to be in "endangered status" and is generally less than 80% funded. A funding improvement plan, as required under the IRC, must be adopted.
- *"Green" Zone*—Plan has been determined to be neither in "critical status" nor in "endangered status," and is generally at least 80% funded.

All plans in which we participate were in the "green" zone for the two most recent benefit plan years that have been certified.

The following table summarizes our contributions to multiemployer plans ⁽¹⁾.

Plan	EIN / PN ⁽²⁾	Fiscal Years			Expiration Dates of Collective Bargaining Agreements
		2012	2011	2010	
(in millions)					
United Food and Commercial Workers International Union Industry Pension Fund	51-6055922 / 001	\$ 1.1	\$ 1.4	\$ 1.7	Multiple ⁽³⁾
Central Pension Fund of the International Union of Operating Engineers and Participating Employers	36-6052390 / 001	0.2	0.2	0.2	October 2013
IAM National Pension Fund National Pension Plan	51-6031295 / 002	0.1	0.1	0.1	February 2014
Total contributions to multiemployer plans		\$ 1.4	\$ 1.7	\$ 2.0	

⁽¹⁾ Contributions represent the amounts we contributed to the plans during the fiscal periods ending in the specified year. Our contributions to each plan did not exceed 5% of total plan contributions for any plan year presented.

⁽²⁾ Represents the Employer Identification Number and the three-digit plan number assigned to a plan by the Internal Revenue Service.

⁽³⁾ We have multiple collective bargaining agreements associated with the United Food and Commercial Workers International Union Industry Pension Fund. These agreements are currently scheduled to expire in May 2012, December 2013, January 2014 and October 2015.

Other Employee Benefit Plans

We sponsor defined contribution pension plans (401(k) plans) covering substantially all U.S. employees. Our contributions vary depending on the plan but are based primarily on each participant's level of contribution and cannot exceed the maximum allowable for tax purposes. Total contributions were \$13.9 million for each of the last three fiscal years.

We also provide health care and life insurance benefits for certain retired employees. These plans are unfunded and generally pay covered costs reduced by retiree premium contributions, co-payments and deductibles. We retain the right to modify or eliminate these benefits. We consider disclosures related to these plans immaterial to the consolidated financial statements and related notes.

NOTE 12: REDEMPTION OF NONCONTROLLING INTERESTS

Prior to fiscal 2010, we held a 51% ownership interest in Premium Pet Health, LLC (PPH), a leading protein by-product processor that supplies many of the leading pet food processors in the United States. The partnership agreement afforded the noncontrolling interest holders an option to require us to redeem their ownership interests beginning in November 2009 (fiscal 2010). The redemption value was determinable from a specified formula based on the earnings of PPH.

In fiscal 2010, as a result of discussions with the noncontrolling interest holders, we determined that the noncontrolling interests were probable of becoming redeemable. As such, in fiscal 2010, we recorded an adjustment to increase the carrying amount of the redeemable noncontrolling interests by \$32.2 million with an offsetting decrease of \$19.4 million to additional paid-in capital and \$12.8 million to deferred tax assets.

In November 2009 (fiscal 2010), the noncontrolling interest holders exercised their put option. In December 2009 (fiscal 2010), we acquired the remaining 49% interest in PPH for \$38.9 million. Because PPH was previously consolidated into our financial statements, the acquisition of the remaining 49% interest in PPH was accounted for as an equity transaction.

NOTE 13: EQUITY

Share Repurchase Program

In June 2011 (fiscal 2012), we announced that our board of directors had approved a share repurchase program authorizing us to buy up to \$150.0 million of our common stock over the subsequent 24 months (the Share Repurchase Program). This authorization replaced our previous share repurchase program.

In September 2011 (fiscal 2012), our board of directors approved an increase of \$100.0 million to the authorized amount under the Share Repurchase Program. Share repurchases may be made on the open market or in privately negotiated transactions. The number of shares repurchased, and the timing of any buybacks, depend on corporate cash balances, business and economic conditions and other factors, including investment opportunities. The Share Repurchase Program may be discontinued at any time.

In connection with the Share Repurchase Program, we entered into an agreement with a broker (the Trading Plan) which authorized it to purchase our common stock on our behalf based on certain parameters, in accordance with the applicable requirements of Rule 10b5-1(c)(1)(i) and Rule 10b-18 under the Securities Exchange Act of 1934.

During fiscal 2012, we repurchased 9,176,704 shares of our common stock for \$189.5 million, including related fees. The price of the repurchased shares has been allocated between common stock, additional paid-in capital and retained earnings in our consolidated balance sheet in accordance with applicable accounting guidance. Subsequent to April 29, 2012 and through June 13, 2012, our broker purchased on our behalf an additional 2,618,785 shares of our common stock under the Trading Plan for \$52.2 million, including related fees. All share repurchases were funded from cash on hand.

See Note 20—Subsequent Event for additional discussion of share repurchase authorization.

Preferred Stock

We have 1,000,000 shares of \$1.00 par value preferred stock authorized, none of which are issued. The board of directors is authorized to issue preferred stock in series and to fix, by resolution, the designation, dividend rate, redemption provisions, liquidation rights, sinking fund provisions, conversion rights and voting rights of each series of preferred stock.

Stock-Based Compensation

During fiscal 2009, we adopted the 2008 Incentive Compensation Plan (the Incentive Plan), which replaced the 1998 Stock Incentive Plan and provides for the issuance of non-statutory stock options and other awards to employees, non-employee directors and consultants. There are 12,543,397 shares reserved under the Incentive Plan. As of April 29, 2012, there were 8,850,128 shares available for grant under this plan.

Stock Options

Under the Incentive Plan, we grant options for periods not exceeding 10 years, which either cliff vest five years after the date of grant or vest ratably over a three-year period with an exercise price of not less than 100% of the fair market value of the common stock on the date of grant. Compensation expense for stock options was \$6.1 million, \$3.8 million and \$3.5 million for fiscal 2012, 2011 and 2010, respectively. The related income tax benefit recognized was \$2.4 million, \$1.5 million and \$1.4 million, for fiscal 2012, 2011 and 2010, respectively. There was no compensation expense capitalized as part of inventory or fixed assets during fiscal 2012, 2011 and 2010.

The fair value of each option grant is estimated on the date of grant using the Black-Scholes option pricing model. The expected annual volatility is based on the historical volatility of our stock and other factors. We use historical data to estimate option exercises and employee termination within the pricing model. The expected term of options granted represents the period of time that options are expected to be outstanding. The following table summarizes the assumptions made in determining the fair value of stock options granted in the fiscal years indicated:

	Fiscal Years		
	2012	2011	2010
Expected annual volatility	55%	54%	52%
Dividend yield	—%	—%	—%
Risk free interest rate	1.11%	1.62%	1.92%
Expected option life (years)	4	4	4

The options granted in fiscal 2012, 2011 and 2010 were valued in separate tranches according to the expected life of each tranche. The above table reflects the weighted average risk free interest rate and expected option life of each tranche. The expected annual volatility and dividend yield were the same for all options granted in fiscal 2012, 2011 and 2010. We have never paid a cash dividend on our common stock.

The following table summarizes stock option activity under the Incentive Plan as of April 29, 2012, and changes during the year then ended:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in millions)
Outstanding as of May 1, 2011	2,476,606	21.44		
Granted	769,000	21.94		
Exercised	(364,986)	19.26		
Forfeited	(54,004)	23.09		
Outstanding as of April 29, 2012	<u>2,826,616</u>	21.82	3.9	\$ 6.9
Exercisable as of April 29, 2012	<u>1,154,286</u>	23.30	4.9	\$ 3.4

The weighted average grant-date fair value of options granted during fiscal 2012, 2011 and 2010 was \$9.36, \$6.61 and \$5.62, respectively. The total intrinsic value of options exercised during fiscal 2012, 2011 and 2010 was \$0.9 million, \$0.4 million and \$1.0 million, respectively.

As of April 29, 2012, there was \$4.6 million of total unrecognized compensation cost related to nonvested stock options granted under the Incentive Plan. That cost is expected to be recognized over a weighted average period of 1.3 years. The total fair value of stock options vested during fiscal 2012, 2011 and 2010 was \$5.7 million, \$1.9 million and \$2.4 million, respectively.

Performance Share Units

The Incentive Plan also provides for the issuance of performance share units to reward employees for the achievement of performance goals. Each performance share unit represents and has a value equal to one share of our common stock. Payment of vested performance share units is generally in our common stock.

In June 2011 (fiscal 2012), we granted a total of 395,000 performance share units under the Incentive Plan. These performance share units vest ratably over a two-year service period provided that we achieve a certain earnings target in either fiscal 2012 or fiscal 2013, which we achieved in fiscal 2012. The fair value of these performance share units was determined based on our closing stock price on the date of grant of \$20.57. The fair value is being recognized over the expected vesting period of each award.

In June 2010 (fiscal 2011) and June 2011 (fiscal 2012), we granted a number of performance share units to certain employees in our Pork Group. The actual number of performance share units were based on the achievement of certain sales volume growth targets for the Pork segment in fiscal 2011 and fiscal 2012, respectively. All of these awards were forfeited as the sales volume growth targets were not met.

In June 2010 (fiscal 2011), we granted a total of 370,000 performance share units under the Incentive Plan. These performance share units vest ratably over a two-year service period provided that we achieve a certain earnings target in either fiscal 2011 or fiscal 2012, which we achieved in fiscal 2011. The fair value of these performance share units was determined based on our closing stock price on the date of grant of \$17.57. The fair value is being recognized over the expected vesting period of each award.

In December 2009 (fiscal 2010), we granted a total of 100,000 performance share units under the Incentive Plan. These performance share units vested in December 2011 (fiscal 2012). The fair value of these performance share units was determined based on our closing stock price on the date of grant of \$16.68. The fair value of each performance share unit was recognized as compensation expense over the two-year requisite service period.

In July 2009 (fiscal 2010), we granted a total of 622,000 performance share units under the Incentive Plan. These performance share units vest ratably over a three-year service period provided that we achieve a certain earnings target in any of fiscal years 2010, 2011 or 2012, which we achieved in fiscal 2011. The fair value of these performance share units was determined based on our closing stock price on the date of grant of \$10.64. The fair value is being recognized over the expected vesting period each award.

In fiscal 2009, we granted a total of 160,000 performance share units. The performance share units have a five-year term and each performance share unit represents and has a value equal to one share of our common stock. The performance share units vest in 20% increments once the volume-weighted average of the closing price of our common stock for 15 consecutive trading days equals or exceeds \$26, \$32, \$38, \$44 and \$50. In addition to these vesting requirements, a participant must generally be employed by us one year from the date of grant for the performance share units granted to such participant to vest. Payment of the vested performance share units shall be in our common stock. The fair value of the performance share units was estimated on the date of grant using a Monte-Carlo Simulation technique. The weighted average grant-date fair value of the performance share units was \$12.13.

The number of performance share units outstanding as of April 29, 2012 was 901,500. The number of performance share units that vested during fiscal 2012 and fiscal 2011 was 429,833 and 253,167, respectively. Compensation expense related to all outstanding performance share units was \$8.3 million, \$7.5 million and \$3.1 million in fiscal 2012, 2011 and 2010, respectively. The related income tax benefit recognized was \$3.2 million, \$2.9 million and \$1.2 million for fiscal 2012, 2011 and 2010, respectively. As of April 29, 2012, there was approximately \$3.4 million of total unrecognized compensation cost related to the performance share units, substantially all of which is expected to be recognized in fiscal 2013.

Executive Stock Purchase Plan

As part of the Incentive Plan, we maintain a nonqualified deferred compensation plan that permits executive officers to voluntarily defer up to 25% of the payouts under their annual cash incentive awards beginning with fiscal 2012 in exchange for a performance award payable in the form of Company stock at such time in the future as elected by the officers, but not less than three years from the end of the performance period. The Company will provide a 100% match to the officers' deferral in the form of restricted stock under the Incentive Plan. The match is subject to three-year cliff vesting and will be forfeited if the officer voluntarily terminates employment before vesting.

We recognized compensation expense of \$4.9 million in fiscal 2012 for the portion of cash incentive awards that were subsequently exchanged for performance awards in the first quarter of fiscal 2013. We expect to recognize the Company match of \$3.9 million for these awards over the three-year vesting period beginning in the first quarter of fiscal 2013.

Call Spread Transactions

In connection with the issuance of the Convertible Notes (see Note 8—Debt), we entered into separate convertible note hedge transactions with respect to our common stock to minimize the impact of potential economic dilution upon conversion of the Convertible Notes, and separate warrant transactions.

We purchased call options in private transactions that permit us to acquire up to approximately 17.6 million shares of our common stock at an initial strike price of \$22.68 per share, subject to adjustment, for \$88.2 million. In general, the call options allow us to acquire a number of shares of our common stock initially equal to the number of shares of common stock issuable to the holders of the Convertible Notes upon conversion. These call options will terminate upon the maturity of the Convertible Notes.

We also sold warrants in private transactions for total proceeds of approximately \$36.7 million. The warrants permit the purchasers to acquire up to approximately 17.6 million shares of our common stock at an initial exercise price of \$30.54 per share, subject to adjustment. The warrants expire on various dates from October 2013 (fiscal 2014) to December 2013 (fiscal 2014).

The Call Spread Transactions, in effect, increase the initial conversion price of the Convertible Notes from \$22.68 per share to \$30.54 per share, thus reducing the potential future economic dilution associated with conversion of the notes. The Convertible Notes and the warrants could have a dilutive effect on our earnings per share to the extent that the price of our common stock during a given measurement period exceeds the respective exercise prices of those instruments. The call options are excluded from the calculation of diluted earnings per share as their impact is anti-dilutive.

We have analyzed the Call Spread Transactions and determined that they meet the criteria for classification as equity instruments. As a result, we recorded the purchase of the call options as a reduction to additional paid-in capital and the proceeds of the warrants as an increase to additional paid-in capital. Subsequent changes in fair value of those instruments are not recognized in the financial statements as long as the instruments continue to meet the criteria for equity classification.

Stock Held in Trust

We maintain a non-qualified defined Supplemental Pension Plan (the Supplemental Plan) the purpose of which is to provide supplemental retirement income benefits for those eligible employees whose benefits under the tax-qualified plans are subject to statutory limitations. A grantor trust has been established for the purpose of satisfying the obligations under the plan. As of April 29, 2012, the Supplemental Plan held 2,616,687 shares of our common stock at an average cost of \$23.75.

As part of the Incentive Plan director fee deferral program, we purchase shares of our common stock on the open market for the benefit of the plan's participants. These shares are held in a rabbi trust until they are transferred to the participants. As of April 29, 2012, the rabbi trust held 291,635 shares of our common stock at an average cost of \$19.72.

Accumulated Other Comprehensive (Loss) Income

Accumulated other comprehensive (loss) income consists of the following:

	April 29, 2012	May 1, 2011
	(in millions)	
Foreign currency translation	\$ (159.4)	\$ 0.4
Pension accounting	(402.7)	(217.7)
Hedge accounting	51.2	48.1
Accumulated other comprehensive loss	<u>\$ (510.9)</u>	<u>\$ (169.2)</u>

NOTE 14: FAIR VALUE MEASUREMENTS

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. We are required to consider and reflect the assumptions of market participants in fair value calculations. These factors include nonperformance risk (the risk that an obligation will not be fulfilled) and credit risk, both of the reporting entity (for liabilities) and of the counterparty (for assets).

We use, as appropriate, a market approach (generally, data from market transactions), an income approach (generally, present value techniques), and/or a cost approach (generally, replacement cost) to measure the fair value of an asset or liability. These valuation approaches incorporate inputs such as observable, independent market data that we believe are predicated on the assumptions market participants would use to price an asset or liability. These inputs may incorporate, as applicable, certain risks such as nonperformance risk, which includes credit risk.

The FASB has established a three-level fair value hierarchy that prioritizes the inputs used to measure fair value. The fair value hierarchy gives the highest priority to quoted market prices (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of inputs used to measure fair value are as follows:

- Level 1—quoted prices in active markets for identical assets or liabilities accessible by the reporting entity.
- Level 2—observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
- Level 3—unobservable for an asset or liability. Unobservable inputs should only be used to the extent observable inputs are not available.

We have classified assets and liabilities measured at fair value based on the lowest level of input that is significant to the fair value measurement.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following tables set forth, by level within the fair value hierarchy, our non-pension financial assets and liabilities that were measured at fair value on a recurring basis as of April 29, 2012 and May 1, 2011:

	April 29, 2012				May 1, 2011			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
	(in millions)				(in millions)			
Assets								
Derivatives:								
Commodity contracts	\$ 52.0	\$ 1.3	\$ —	\$ 53.3	\$ 45.2	\$ 34.6	\$ —	\$ 79.8
Foreign exchange contracts	—	4.3	—	4.3	—	0.5	—	0.5
Open-ended mutual funds	12.2	—	—	12.2	17.4	—	—	17.4
Insurance contracts	—	51.3	—	51.3	—	49.4	—	49.4
Total	\$ 64.2	\$ 56.9	\$ —	\$ 121.1	\$ 62.6	\$ 84.5	\$ —	\$ 147.1
Liabilities								
Derivatives:								
Commodity contracts	\$ —	\$ 8.6	\$ —	\$ 8.6	\$ 16.8	\$ —	\$ —	\$ 16.8
Interest rate contracts	—	—	—	—	—	2.3	—	2.3
Foreign exchange contracts	—	0.7	—	0.7	—	1.9	—	1.9
Total	\$ —	\$ 9.3	\$ —	\$ 9.3	\$ 16.8	\$ 4.2	\$ —	\$ 21.0

The following are descriptions of the valuation methodologies and key inputs used to measure financial assets and liabilities recorded at fair value on a recurring basis:

- *Derivatives*—Derivatives classified within Level 1 are valued using quoted market prices. In some cases where quoted market prices are not available, we value the derivatives using pricing models based on the net present value of estimated future cash flows to calculate fair value, in which case the measurements are classified within Level 2. These valuation models make use of market-based observable inputs, including market prices and rates, yield curves, credit curves, and measures of volatility.
- *Open-ended mutual funds*—Open-ended mutual funds are valued at their net asset value (NAV), which approximates fair value, and classified as Level 1.
- *Insurance contracts*—Insurance contracts are valued at their cash surrender value using the daily asset unit value (AUV) which is based on the quoted market price of the underlying securities and classified within Level 2.

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

Certain assets and liabilities are measured at fair value on a nonrecurring basis after initial recognition; that is, the assets and liabilities are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances, for example, when there is evidence of impairment. During fiscal 2012 and fiscal 2011, we had no significant assets or liabilities that were measured and recorded at fair value on a nonrecurring basis.

Pension Plan Assets

The following table summarizes our pension plan assets measured at fair value on a recurring basis (at least annually) as of April 29, 2012 and May 1, 2011:

	April 29, 2012				May 1, 2011			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
	(in millions)				(in millions)			
Cash and cash equivalents	\$ 22.4	\$ —	\$ —	\$ 22.4	\$ 3.0	\$ 87.5	\$ —	\$ 90.5
Equity securities:								
Preferred stock	—	0.5	—	0.5	—	0.3	—	0.3
U.S. common stock:								
Health care	22.7	—	—	22.7	32.0	—	—	32.0
Utilities	—	—	—	—	3.8	—	—	3.8
Financial	16.6	—	—	16.6	41.0	—	—	41.0
Consumer staples	102.4	—	—	102.4	128.1	—	—	128.1
Consumer discretionary	23.0	—	—	23.0	32.3	—	—	32.3
Materials	6.3	—	—	6.3	14.6	—	—	14.6
Energy	11.4	—	—	11.4	30.0	—	—	30.0
Information technology	31.4	—	—	31.4	34.2	—	—	34.2
Industrials	9.4	—	—	9.4	38.5	—	—	38.5
Telecommunication service	9.5	—	—	9.5	2.1	—	—	2.1
International common stock	103.6	—	—	103.6	23.0	—	—	23.0
Mutual funds:								
International	—	30.1	—	30.1	42.9	45.0	—	87.9
Domestic small cap	—	19.8	—	19.8	—	—	—	—
Domestic large cap	—	2.5	—	2.5	—	70.0	—	70.0
Balanced	—	37.8	—	37.8	32.7	—	—	32.7
Fixed income:								
Mutual funds	—	11.3	—	11.3	108.9	1.5	—	110.4
Asset-backed securities	—	92.0	—	92.0	—	69.5	—	69.5
Corporate debt securities	—	285.5	—	285.5	—	44.4	—	44.4
Government debt securities	—	106.4	—	106.4	32.9	9.4	—	42.3
Limited partnerships	—	—	75.0	75.0	—	—	33.6	33.6
Insurance contracts	—	—	1.6	1.6	—	—	1.8	1.8
Total fair value	<u>\$ 358.7</u>	<u>\$ 585.9</u>	<u>\$ 76.6</u>	<u>1,021.2</u>	<u>\$ 600.0</u>	<u>\$ 327.6</u>	<u>\$ 35.4</u>	<u>963.0</u>
Unsettled transactions, net				2.3				(6.6)
Total plan assets				<u>\$ 1,023.5</u>				<u>\$ 956.4</u>

The following are descriptions of the valuation methodologies and key inputs used to measure pension plan assets recorded at fair value:

- *Cash and cash equivalents*—Cash equivalents include highly liquid investments with original maturities of three months or less. Due to their short-term nature, the carrying amount of these instruments approximates the estimated fair value. Actively traded money market funds are measured at their NAV, which approximates fair value, and classified as Level 1. The fair value of certain money market funds for which quoted prices are available but traded less frequently have been classified as Level 2.
- *Equity securities*—When available, the fair value of equity securities are based on quoted prices in active markets and classified as Level 1. Level 1 financial instruments include highly liquid instruments with quoted prices, such as equities and mutual funds traded in active markets.

If quoted prices are not available, fair values are obtained from pricing services, broker quotes or other model-based valuation techniques with observable inputs and classified as Level 2. The nature of these equity securities include securities for which quoted prices are available but traded less frequently, securities whose fair value has been derived using a model where inputs to the model are directly observable in the market, or can be derived principally from or corroborated by observable market data and securities that are valued using other financial instruments, the parameters of which can be directly observed. Level 2 equity securities include preferred stock and mutual funds not actively traded.

- *Fixed income*—When available, the fair value of fixed income instruments are based on quoted prices in active markets and classified as Level 1. Level 1 fixed income instruments include mutual funds and government debt securities.

If quoted prices are not available, fair values are obtained from pricing services, broker quotes or other model-based valuation techniques with observable inputs and classified as Level 2. The nature of these fixed income instruments include instruments for which quoted prices are available but traded less frequently, instruments whose fair value has been derived using a model where inputs to the model are directly observable in the market, or can be derived principally from or corroborated by observable market data and securities that are valued using other financial instruments, the parameters of which can be directly observed. Level 2 fixed income instruments include mutual funds, asset-backed securities, corporate debt securities and government debt securities.

- *Limited partnerships*—The valuation of limited partnership investments requires the use of significant unobservable inputs due to the absence of quoted market prices, inherent lack of liquidity and long-term nature of such assets and are classified as Level 3. These investments are initially valued at cost with quarterly valuations performed utilizing available market data to determine the fair value of these investments. Such market data consists primarily of the observations of trading multiples of public companies considered comparable to the investments with adjustments for investment-specific issues, the lack of liquidity and other items.
- *Insurance contracts*—The valuation of these guaranteed annuity insurance contracts is primarily based on quoted prices in active markets with adjustments for unobservable inputs caused by the unique nature of applying investment earnings as part of the participation guarantee. Due to these unobservable inputs and the long-term nature of these investments, the contracts are classified as Level 3.

The following table summarizes the changes in our Level 3 pension plan assets for the year-ended April 29, 2012 and May 1, 2011:

	Insurance Contracts	Limited Partnerships
	(in millions)	
Balance, May 2, 2010	\$ 1.8	\$ 29.2
Actual return on plan assets:		
Related to assets held at the reporting date	—	1.2
Related to assets sold during the period	—	1.3
Purchases, sales and settlements, net	—	1.9
Balance, May 1, 2011	1.8	33.6
Actual return on plan assets:		
Related to assets held at the reporting date	—	(2.7)
Related to assets sold during the period	—	1.6
Purchases, sales and settlements, net	(0.2)	42.5
Balance, April 29, 2012	\$ 1.6	\$ 75.0

Other Financial Instruments

We determine the fair value of public debt using Level 2 inputs based on quoted market prices. The carrying amount of all other debt approximates fair value as those instruments are based on variable interest rates. The following table presents the fair value and carrying value of long-term debt, including the current portion of long-term debt as of April 29, 2012 and May 1, 2011.

	April 29, 2012		May 1, 2011	
	Fair Value	Carrying Value	Fair Value	Carrying Value
	(in millions)			
Total Debt	\$ 2,176.5	\$ 1,937.3	\$ 2,418.0	\$ 2,094.7

The carrying amounts of cash and cash equivalents, accounts receivable, notes payable and accounts payable approximate their fair values because of the relatively short-term maturity of these instruments.

NOTE 15: RELATED PARTY TRANSACTIONS

The following table presents amounts owed from and to related parties as of April 29, 2012 and May 1, 2011:

	April 29, 2012	May 1, 2011
	(in millions)	
Current receivables from related parties	\$ 6.6	\$ 10.2
Long-term receivables from related parties	—	2.8
Total receivables from related parties	\$ 6.6	\$ 13.0
Current payables to related parties	\$ 7.1	\$ 9.6
Long-term payables to related parties	—	—
Total payables to related parties	\$ 7.1	\$ 9.6

Wendell Murphy, a director of ours, or his immediate family members hold ownership interests in Arrowhead Farms, Inc., BAZ, LLC, Crusader Farms, LLC, DM Farms, LLC, Enviro-Tech Farms, Inc., Golden Farms, Inc., Ironside Investment Management, LLC, Lisbon 1 Farm, Inc. (Lisbon), Murphy Family Ventures, Murphy-Honour Farms, Inc., Murphy Milling Company, Quarter M Ranch, Inc., PSM Associates LLC, Pure Country Farms, LLC, Stantonsburg Farm, Inc., Triumph Associates, LLC, and Webber Farms, Inc. A vice president of our Hog Production segment also holds an ownership interest in Lisbon. These farms either produce hogs for us or produce and sell feed ingredients to us. In fiscal 2012, 2011 and 2010, we paid \$52.2 million, \$70.4 million and \$53.4 million, respectively, to these entities for hogs, feed ingredients and reimbursement of associated farm and other support costs.

The chief executive officer and a vice president of our Hog Production segment hold ownership interests in JCT LLC (JCT). JCT owns certain farms that produce hogs under contract with the Hog Production segment. In fiscal 2012, 2011 and 2010, we paid \$7.9 million, \$7.8 million and \$8.0 million, respectively, to JCT for the production of hogs. In fiscal 2012, 2011 and 2010, we received \$3.1 million, \$3.3 million and \$3.1 million, respectively, from JCT for reimbursement of associated farm and other support costs.

One of our vice presidents of the Hog Production segment has an ownership interest in Seacoast, LLC and is the sole owner of Advantage Farms, LLC. Another vice president of our Hog Production segment is the sole owner of Old Oak Farms LLC. These companies produce and raise hogs for us under contractual arrangements that are consistent with third party grower contracts. In fiscal 2012, 2011 and 2010, we paid service fees of \$1.5 million, \$1.7 million and \$1.6 million, respectively, to these companies. In fiscal 2012, 2011 and 2010, we received \$0.4 million, \$0.5 million and \$0.5 million, respectively, from these companies for reimbursement of associated farm and other support costs.

We believe that the terms of the foregoing arrangements were no less favorable to us than if entered into with unaffiliated companies.

NOTE 16: REGULATION AND CONTINGENCIES

Like other participants in the industry, we are subject to various laws and regulations administered by federal, state and other government entities, including the United States Environmental Protection Agency (EPA) and corresponding state agencies, as well as the United States Department of Agriculture, the Grain Inspection, Packers and Stockyard Administration, the United States Food and Drug Administration, the United States Occupational Safety and Health Administration, the Commodities and Futures Trading Commission and similar agencies in foreign countries.

We from time to time receive notices and inquiries from regulatory authorities and others asserting that we are not in compliance with such laws and regulations. In some instances, litigation ensues. In addition, individuals may initiate litigation against us.

Missouri Litigation

Premium Standard Farms, Inc. (PSF), the Company and certain of our other subsidiaries and affiliates are parties to litigation in Missouri involving a number of claims alleging that hog farms owned or under contract with the defendants interfered with the plaintiffs' use and enjoyment of their properties. Additional supplemental information regarding these claims is found in "Item 3. Legal Proceedings—Missouri Litigation."

During fiscal 2012 and continuing in the first quarter of fiscal 2013, we engaged in global settlement negotiations with counsel representing nearly all of the plaintiffs in the nuisance litigation and numerous carriers of commercial general liability and pollution liability policies. The parties to the litigation have made substantial progress toward consummation of a global settlement that would resolve the vast majority of the nuisance litigation. However, there are significant contingencies that must be fulfilled before the settlement is consummated, and we cannot make any assurance that those contingencies will be satisfied. In addition, we have agreements with the insurance carriers under which we receive payments that we contribute to pay a portion of the settlement, most of which are contingent on the consummation of the global settlement.

In the event that the global settlement is not consummated, we believe we have good defenses to all of the actions described above and intend to defend vigorously these suits. Although we recognize the uncertainties of litigation, based on our historical experience and our understanding of the facts and circumstances underlying these claims, in the event the global settlement is not consummated, we believe that these claims will not have a material adverse effect on our results of operations or financial condition.

Our policy for establishing accruals and disclosures for contingent liabilities is contained in Note 1—Summary of Significant Accounting Policies. We established an accrual with respect to the Missouri nuisance suits on the opening balance sheet for our acquisition of PSF in fiscal 2008 and we have periodically adjusted that accrual as developments have occurred. The accrual, as adjusted from time to time, represents our best estimate of the probable loss for these suits. Due to the recent developments discussed above including the substantial progress toward the consummation of a global settlement and the settlements with certain insurance carriers, we recognized \$22.2 million in net charges to selling, general and administrative expenses in the Hog Production segment associated with the Missouri litigation in fiscal 2012. In November 2010 (fiscal 2011), we reached a settlement with one of our insurance carriers regarding the reimbursement of certain past and future defense costs associated with our Missouri litigation. Related to this matter, we recognized a net benefit of \$19.1 million in selling, general and administrative expenses in the Hog Production segment in fiscal 2011.

Expenses and other liabilities associated with the Missouri litigation will not affect our profits or losses unless our accrual proves to be insufficient or excessive. The global settlement, if consummated on the terms contemplated, would not be materially different than the accrual. However, payments made under the global settlement, if consummated, will negatively impact our cash flows and liquidity position. In addition, in the event the global settlement is not consummated, legal expenses incurred in our and our subsidiaries' defense of these claims and any payments made to plaintiffs through unfavorable verdicts or otherwise will also negatively impact our cash flows and our liquidity position. In any event, we do not expect such payments to have a material adverse impact on our overall financial position or liquidity.

If the global settlement is not consummated, given the uncertainty of the outcome of the Missouri nuisance suits, it is possible that the total costs incurred related to these and similar potential claims could exceed our current estimates. As of April 29, 2012, if the global settlement is not consummated, we cannot reasonably estimate the maximum potential exposure or the range of possible loss in excess of amounts accrued for these contingencies. We will continue to review the amount of any necessary accruals or other related expenses and record charges in the period in which the determination is made that an adjustment is required.

Fire Insurance Settlement

In July 2009 (fiscal 2010), a fire occurred at the primary manufacturing facility of our subsidiary, Patrick Cudahy, Inc. (Patrick Cudahy), in Cudahy, Wisconsin. The fire damaged a portion of the facility's production space and required the temporary cessation of operations, but did not consume the entire facility. Shortly after the fire, we resumed production activities in undamaged portions of the plant, including the distribution center, and took steps to address the supply needs for Patrick Cudahy products by shifting production to other Company and third-party facilities.

We maintain comprehensive general liability and property insurance, including business interruption insurance. In December 2010 (fiscal 2011), we reached an agreement with our insurance carriers to settle the claim for a total of \$208.0 million, of which \$70.0 million had been advanced to us in fiscal 2010. We allocated these proceeds to first recover the book value of the property lost, out-of-pocket expenses incurred and business interruption losses that resulted from the fire. The remaining proceeds were recognized as an involuntary conversion gain of \$120.6 million in the Corporate segment in the third quarter of fiscal 2011. The involuntary conversion gain was classified in a separate line item on the consolidated statement of income.

Based on an evaluation of business interruption losses incurred, we recognized \$15.8 million and \$31.8 million in fiscal 2011 and fiscal 2010, respectively, of the insurance proceeds in cost of sales in our Pork segment to offset business interruption losses incurred.

Of the \$208.0 million in insurance proceeds received to settle the claim, \$120.6 million and \$9.9 million has been classified in net cash flows from investing activities in the consolidated statements of cash flows for fiscal 2011 and fiscal 2010, respectively, which represents the portion of proceeds related to destruction of the facility. The remainder of the proceeds was recorded in net cash flows from operating activities in the consolidated statements of cash flows and was attributed to business interruption recoveries and reimbursable costs covered under our insurance policy.

NOTE 17: REPORTING SEGMENTS

Our operating segments are determined on the basis of how we internally report and evaluate financial information used to make operating decisions. For external reporting purposes, we aggregate operating segments which have similar economic characteristics, products, production processes, types or classes of customers and distribution methods into reportable segments based on a combination of factors, including products produced and geographic areas of operations. Our reportable segments are: Pork, Hog Production, International Other and Corporate, each of which is comprised of a number of subsidiaries, joint ventures and other investments.

Pork Segment

The Pork segment consists mainly of our three wholly-owned U.S. fresh pork and packaged meats subsidiaries: Smithfield Packing, Farmland Foods, Inc. and John Morrell Food Group. The Pork segment produces a wide variety of fresh pork and packaged meats products in the U.S. and markets them nationwide and to numerous foreign markets, including China, Japan, Mexico, Russia and Canada. Fresh pork products include loins, butts, picnics and ribs, among others. Packaged meats products include smoked and boiled hams, bacon, sausage, hot dogs (pork, beef and chicken), deli and luncheon meats, specialty products such as pepperoni, dry meat products, and ready-to-eat, prepared foods such as pre-cooked entrees and pre-cooked bacon and sausage.

The following table shows the percentages of Pork segment revenues derived from packaged meats and fresh pork for the fiscal years indicated.

	Fiscal Years		
	2012	2011	2010
Packaged meats	54%	56%	55%
Fresh pork ⁽¹⁾	46	44	45
	100%	100%	100%

⁽¹⁾ Includes by-products and rendering.

Hog Production Segment

The Hog Production segment consists of our hog production operations located in the U.S. The Hog Production segment operates numerous facilities with approximately 851,000 sows producing about 15.8 million market hogs annually. The Hog Production segment produces approximately 49% of the Pork segment's live hog requirements. We own certain genetic lines of specialized breeding stock which are marketed using the name Smithfield Premium Genetics (SPG). All SPG hogs are processed internally.

The following table shows the percentages of Hog Production segment revenues derived from hogs sold internally and externally, and other products for the fiscal years indicated.

	Fiscal Years		
	2012	2011	2010
Internal hog sales	80%	78%	77%
External hog sales	12	15	15
Other products ⁽¹⁾	8	7	8
	100%	100%	100%

⁽¹⁾ Consists primarily of feed, non-market hog sales and gains (losses) on derivatives.

International Segment

The International segment includes our meat processing and distribution operations in Poland, Romania and the United Kingdom, our interests in meat processing operations, mainly in Western Europe and Mexico, our hog production operations located in Poland and Romania and our interests in hog production operations in Mexico. Our international meat processing operations produce a wide variety of fresh pork, beef, poultry and packaged meats products, including cooked hams, sausages, hot dogs, bacon and canned meats.

The following table shows the percentages of International segment revenues derived from packaged meats, fresh meats and other products for the fiscal years indicated.

	Fiscal Years		
	2012	2011	2010
Packaged meats	47%	47%	48%
Fresh meats	43	42	41
Other products ⁽¹⁾	10	11	11
	100%	100%	100%

⁽¹⁾ Includes external hog sales, feed, feathers, by-products and rendering.

Other Segment

The Other segment, contains the results of several recently disposed businesses, including our former turkey production operations and our previous 49% interest in Butterball, LLC (Butterball), which were sold in December 2010 (fiscal 2011), as well as our former live cattle operations, which were sold in the first quarter of fiscal 2010.

Corporate Segment

The Corporate segment provides management and administrative services to support our other segments.

Segment Results

The following tables present information about the results of operations and the assets of our reportable segments for the fiscal years presented. The information contains certain allocations of expenses that we deem reasonable and appropriate for the evaluation of results of operations. We do not allocate income taxes to segments. Segment assets exclude intersegment account balances as we believe their inclusion would be misleading or not meaningful. We believe all intersegment sales are at prices that approximate market.

	Fiscal Years		
	2012	2011	2010
	(in millions)		
Segment Profit Information			
Sales:			
Segment sales—			
Pork	\$ 11,093.0	\$ 10,263.9	\$ 9,326.3
Hog Production	3,052.6	2,705.1	2,207.8
International	1,466.7	1,340.7	1,277.2
Other	—	74.7	153.3
Total segment sales	15,612.3	14,384.4	12,964.6
Intersegment sales—			
Pork	(37.1)	(30.5)	(31.5)
Hog Production	(2,444.6)	(2,113.0)	(1,695.0)
International	(36.3)	(38.2)	(35.5)
Total intersegment sales	(2,518.0)	(2,181.7)	(1,762.0)
Consolidated sales	\$ 13,094.3	\$ 12,202.7	\$ 11,202.6
Depreciation and amortization:			
Pork	\$ 127.8	\$ 125.5	\$ 126.0
Hog Production	71.9	65.7	74.9
International	39.9	38.1	37.4
Other	—	0.1	0.2
Corporate	3.2	2.5	3.8
Consolidated depreciation and amortization	\$ 242.8	\$ 231.9	\$ 242.3
Interest expense:			
Pork	\$ 28.7	\$ 42.4	\$ 48.9
Hog Production	131.8	124.5	100.5
International	29.8	28.2	37.7
Other	—	4.2	6.9
Corporate	(13.6)	46.1	72.4
Consolidated interest expense	\$ 176.7	\$ 245.4	\$ 266.4
Loss (income) from equity method investments			
Pork	\$ (2.7)	\$ (2.0)	\$ (3.6)
Hog Production	0.3	(0.4)	0.7
International	12.3	(46.5)	(17.2)
Other	—	(1.2)	(18.5)
Consolidated loss (income) from equity method investments	\$ 9.9	\$ (50.1)	\$ (38.6)
Operating profit:			
Pork	\$ 623.7	\$ 753.4	\$ 538.7
Hog Production	166.1	224.4	(539.2)
International	42.8	115.9	127.9
Other	—	(2.4)	3.6
Corporate	(110.0)	3.7	(68.2)
Consolidated operating profit	\$ 722.6	\$ 1,095.0	\$ 62.8

	April 29, 2012	May 1, 2011	May 2, 2010
	(in millions)		
Segment Asset Information			
Total assets:			
Pork	\$ 2,245.6	\$ 2,620.2	\$ 2,579.3
Hog Production	2,145.4	2,074.2	2,020.9
International	1,651.4	1,902.3	1,670.1
Other	—	—	169.4
Corporate	1,379.8	1,015.1	1,269.2
Consolidated total assets	<u>\$ 7,422.2</u>	<u>\$ 7,611.8</u>	<u>\$ 7,708.9</u>
Investments:			
Pork	\$ 18.6	\$ 17.4	\$ 17.1
Hog Production	2.6	2.7	2.4
International	501.2	562.1	498.7
Other	—	—	106.7
Corporate	0.2	0.3	0.1
Consolidated investments	<u>\$ 522.6</u>	<u>\$ 582.5</u>	<u>\$ 625.0</u>
Capital expenditures:			
Pork	\$ 143.5	\$ 81.3	\$ 141.7
Hog Production	89.4	68.6	10.0
International	26.5	26.8	22.1
Corporate	31.3	0.1	0.9
Consolidated capital expenditures	<u>\$ 290.7</u>	<u>\$ 176.8</u>	<u>\$ 174.7</u>

The following table shows the change in the carrying amount of goodwill by reportable segment:

	Pork	International	Hog Production	Other	Total
	(in millions)				
Balance, May 2, 2010	\$ 216.5	\$ 141.4	\$ 445.5	\$ 19.5	\$ 822.9
Disposals ⁽¹⁾	—	—	(25.5)	(19.5)	(45.0)
Other goodwill adjustments ⁽²⁾	(0.4)	15.8	—	—	15.4
Balance, May 1, 2011	216.1	157.2	420.0	—	793.3
Other goodwill adjustments ⁽²⁾	(0.4)	(24.7)	—	—	(25.1)
Balance, April 29, 2012	<u>\$ 215.7</u>	<u>\$ 132.5</u>	<u>\$ 420.0</u>	<u>\$ —</u>	<u>\$ 768.2</u>

⁽¹⁾ See Note 3—Impairment and Disposal of Long-lived Assets for discussion of disposals and impairments.

⁽²⁾ Other goodwill adjustments primarily include the effects of foreign currency translation.

The following table presents our consolidated sales and long-lived assets attributed to operations by geographic area for the fiscal years ended April 29, 2012, May 1, 2011 and May 2, 2010:

	Fiscal Years		
	2012	2011	2010
	(in millions)		
<i>Sales:</i>			
U.S.	\$ 11,663.9	\$ 10,900.2	\$ 9,960.9
International	1,430.4	1,302.5	1,241.7
Total sales	<u>\$ 13,094.3</u>	<u>\$ 12,202.7</u>	<u>\$ 11,202.6</u>
	April 29, 2012	May 1, 2011	May 2, 2010
	(in millions)		
<i>Long-lived assets:</i>			
U.S.	\$ 2,969.1	\$ 2,905.7	\$ 3,142.1
International	1,154.1	1,368.2	1,246.5
Total long-lived assets	<u>\$ 4,123.2</u>	<u>\$ 4,273.9</u>	<u>\$ 4,388.6</u>

NOTE 18: SUPPLEMENTAL CASH FLOW INFORMATION

	Fiscal Years		
	2012	2011	2010
<i>Supplemental disclosures of cash flow information:</i>			
Interest paid, including capitalized interest	\$ (149.6)	\$ (223.3)	\$ (210.6)
Income taxes (paid) refunded, net	(225.7)	34.8	76.8
<i>Non-cash investing and financing activities:</i>			
Capital lease	\$ —	\$ —	\$ 24.7

NOTE 19: QUARTERLY RESULTS OF OPERATIONS (UNAUDITED)

	First	Second	Third	Fourth	Fiscal Year
	(in millions, except per share data)				
Fiscal 2012					
Sales	\$ 3,094.2	\$ 3,312.6	\$ 3,478.3	\$ 3,209.2	\$ 13,094.3
Gross profit	407.1	419.6	379.8	342.9	1,549.4
Operating profit	173.2	224.7	170.5	154.2	722.6
Net income	82.1	120.7	79.0	79.5	361.3
<i>Net income per share:⁽¹⁾</i>					
Basic	\$.50	\$.74	\$.49	\$.50	\$ 2.23
Diluted	\$.49	\$.74	\$.49	\$.49	\$ 2.21
Fiscal 2011			112.5	624.6	
Sales	\$ 2,901.3	\$ 2,998.8	\$ 3,186.2	\$ 3,116.4	\$ 12,202.7
Gross profit	367.7	432.7	457.2	456.5	1,714.1
Operating profit	177.6	278.1	372.7	266.6	1,095.0
Net income	76.3	143.7	202.6	98.4	521.0
<i>Net income per share:⁽¹⁾</i>					
Basic	\$.46	\$.87	\$ 1.22	\$.59	\$ 3.14
Diluted	\$.46	\$.86	\$ 1.21	\$.59	\$ 3.12

⁽¹⁾ Per common share amounts for the quarters and full years have each been calculated separately. Accordingly, quarterly amounts may not add to the annual amounts because of differences in the weighted average common shares outstanding during each period.

The following significant infrequent or unusual items impacted our quarterly results in fiscal 2012 and fiscal 2011:

Fiscal 2012

- Net income in the first, second and third quarters included losses on debt extinguishment of \$1.2 million, \$6.4 million and \$4.6 million, respectively.
- Operating profit in the first and fourth quarters included charges of \$39.0 million and a net benefit of \$16.8 million, respectively, related to the Missouri litigation.
- Gross profit in the first, second and third quarters included accelerated depreciation charges associated with the idling of certain Missouri hog farm assets of \$4.3 million, \$3.2 million, and \$0.7 million, respectively.
- Operating profit in the second, third and fourth quarters included charges associated with the planned closure of our Portsmouth facility of \$1.8 million, \$1.7 million, and \$1.2 million, respectively.
- Operating profit in the first and second quarters included professional fees related to the potential acquisition of a controlling interest in CFG of \$5.7 million and \$0.7 million, respectively. In June 2011 (fiscal 2012), we terminated negotiations to purchase the additional interest.
- Operating profit in the third quarter included our share of charges related to the CFG Consolidation Plan of \$38.7 million.

Fiscal 2011

- Gross profit in the first, second, third and fourth quarters included charges associated with the Cost Savings Initiative of \$0.5 million, \$15.3 million, \$10.9 million and \$1.3 million, respectively.
- Net income in the second, third and fourth quarters included losses on debt extinguishment of \$7.3 million, \$14.1 million and \$71.1 million, respectively.
- Operating profit in the third quarter included an involuntary conversion gain on fire insurance recovery of \$120.6 million and a net benefit of \$19.1 million related to the Missouri litigation.
- Operating profit in the third and fourth quarters included net gains of \$5.1 million and \$13.6 million, respectively, on the sale of hog farms.

NOTE 20: SUBSEQUENT EVENT**Share Repurchase Authorization**

In June 2012 (fiscal 2013), we announced that our board of directors had approved a new share repurchase program authorizing us to buy up to \$250 million of our common stock over the next 24 months in addition to those amounts previously authorized under the Share Repurchase Program. We intend to fund share repurchases from cash on hand. Share repurchases may be made on the open market, or in privately negotiated transactions. The number of shares repurchased, and the timing of any buybacks, will depend on corporate cash balances, business and economic conditions, and other factors, including investment opportunities. The program may be discontinued at any time.

SMITHFIELD FOODS, INC. AND SUBSIDIARIES
VALUATION AND QUALIFYING ACCOUNTS
FOR THE THREE YEARS ENDED APRIL 29, 2012
(in millions)

Column A	Column B	Column C Additions		Column D	Column E
Description	Balance at Beginning of Year	Charged to costs and expenses	Charged to other accounts (1)	Deductions	Balance at End of Year
Reserve for uncollectible accounts receivable:					
Fiscal year ended April 29, 2012	\$ 9.2	\$ 1.5	\$ (1.2)	\$ (0.5)	\$ 9.0
Fiscal year ended May 1, 2011	8.1	3.5	(0.3)	(2.1)	9.2
Fiscal year ended May 2, 2010	9.9	1.3	0.1	(3.2)	8.1
Reserve for obsolete inventory:					
Fiscal year ended April 29, 2012	\$ 14.8	\$ 3.2	\$ (0.6)	\$ (1.9)	\$ 15.5
Fiscal year ended May 1, 2011	17.4	1.9	0.1	(4.6)	14.8
Fiscal year ended May 2, 2010	21.0	6.3	0.2	(10.1)	17.4
Deferred tax valuation allowance:					
Fiscal year ended April 29, 2012	\$ 66.8	\$ —	\$ (8.0)	\$ (4.2)	\$ 54.6
Fiscal year ended May 1, 2011	91.5	1.4	4.7	(30.8)	66.8
Fiscal year ended May 2, 2010	98.7	2.3	(7.5)	(2.0)	91.5

(1) Activity primarily includes the reserves recorded in connection with the creation of the opening balance sheets of entities acquired and currency translation adjustments.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES

An evaluation was performed under the supervision and with the participation of management, including the Chief Executive Officer (CEO) and the Chief Financial Officer (CFO), regarding the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended) as of April 29, 2012. Based on that evaluation, management, including the CEO and CFO, has concluded that our disclosure controls and procedures were effective as of April 29, 2012.

MANAGEMENT'S ANNUAL REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) of the Securities Exchange Act of 1934. Our internal control system was designed to provide reasonable assurance to management and the board of directors regarding the preparation and fair presentation of published financial statements. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate.

Management conducted an evaluation of the effectiveness of our internal control over financial reporting as of April 29, 2012. In making this assessment, we used criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework. Based on this evaluation under the framework in Internal Control – Integrated Framework issued by COSO, management concluded that our internal control over financial reporting was effective as of April 29, 2012.

Our independent registered public accounting firm, Ernst & Young LLP, has audited the financial statements included in this Form 10-K and has issued an attestation report on our internal control over financial reporting. Their attestation report on our internal control over financial reporting and their attestation report on the audit of the consolidated financial statements are included in "Item 8. Financial Statements and Supplementary Data" of this Annual Report on Form 10-K.

CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING

In the quarter ended April 29, 2012, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information required by this Item regarding our executive officers is included in Part I of this Annual Report on Form 10-K.

All other information required by this Item is incorporated by reference to our definitive proxy statement to be filed with respect to our Annual Meeting of Shareholders to be held on September 19, 2012 under the headings entitled “Nominees for Election to Three-Year Terms,” “Directors whose Terms do not Expire this Year,” “Section 16(a) Beneficial Ownership Reporting Compliance” and “Corporate Governance.”

ITEM 11. EXECUTIVE COMPENSATION

Information required by this Item is incorporated by reference to our definitive proxy statement to be filed with respect to our Annual Meeting of Shareholders to be held on September 19, 2012 under the headings (including the narrative disclosures following a referenced table) entitled “Compensation Discussion and Analysis,” “Fiscal 2012 Executive Compensation,” “Director Compensation,” “Compensation Committee Report,” and “Compensation Committee Interlocks and Insider Participation.”

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information required by this Item is incorporated by reference to our definitive proxy statement to be filed with respect to our Annual Meeting of Shareholders to be held on September 19, 2012 under the headings entitled “Principal Shareholders,” “Common Stock Ownership of Executive Officers and Directors” and “Equity Compensation Plan Information.”

ITEM 13. CERTAIN RELATIONSHIPS, RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

Information required by this Item is incorporated by reference to our definitive proxy statement to be filed with respect to our Annual Meeting of Shareholders to be held on September 19, 2012 under the headings entitled “Related Party Transactions” and “Corporate Governance.”

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Information required by this Item is incorporated by reference to our definitive proxy statement to be filed with respect to our Annual Meeting of Shareholders to be held on September 19, 2012 under the headings entitled “Audit Committee Report” and “Ratification of Selection of Independent Auditors.”

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

The following documents are filed as part of this report:

1. Financial Statements:

- Consolidated Statements of Income for the Fiscal Years 2012, 2011 and 2010
- Consolidated Statements of Comprehensive Income for the Fiscal Years 2012, 2011 and 2010
- Consolidated Balance Sheets as of April 29, 2012 and May 1, 2011
- Consolidated Statements of Cash Flows for the Fiscal Years 2012, 2011 and 2010
- Consolidated Statements of Shareholders' Equity for the Fiscal Years 2012, 2011 and 2010
- Notes to Consolidated Financial Statements
- Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting
- Report of Independent Registered Public Accounting Firm on Consolidated Financial Statements

2. Financial Statement Schedule – Schedule II—Valuation and Qualifying Accounts

Certain financial statement schedules are omitted because they are not applicable or the required information is included herein or is shown in the consolidated financial statements or related notes filed as part of this report.

3. Exhibits

- | | | |
|----------------|---|---|
| Exhibit 3.1 | — | Articles of Amendment effective August 27, 2009 to the Amended and Restated Articles of Incorporation, including the Amended and Restated Articles of Incorporation of the Company, as amended to date (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on September 11, 2009). |
| Exhibit 3.2 | — | Amendment to the Bylaws effective June 16, 2010, including the Bylaws of the Company, as amended to date (incorporated by reference to Exhibit 3.2 to the Company's Annual Report on Form 10-K filed with the SEC on June 18, 2010). |
| Exhibit 4.1 | — | Indenture between the Company and SunTrust Bank, as trustee, dated May 21, 2003 regarding the issuance by the Company of \$350,000,000 senior notes (incorporated by reference to Exhibit 4.11(a) to the Company's Annual Report on Form 10-K filed with the SEC on July 23, 2003). |
| Exhibit 4.2(a) | — | Registration Rights Agreement, dated May 7, 2007, among the Company and ContiGroup Companies, Inc. (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on May 7, 2007). |
| Exhibit 4.2(b) | — | Amendment No. 1, dated as of October 23, 2008, to the Registration Rights Agreement, dated as of May 7, 2007, by and between Smithfield Foods, Inc. and Continental Grain Company (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on October 24, 2008). |
| Exhibit 4.3(a) | — | Indenture-Senior Debt Securities, dated June 1, 2007, between the Company and U.S. Bank National Association as trustee (incorporated by reference to Exhibit 4.10(a) to the Company's Annual Report on Form 10-K filed with the SEC on June 28, 2007). |
| Exhibit 4.3(b) | — | First Supplemental Indenture to the Indenture-Senior Debt Securities between the Company and U.S. Bank National Association, as trustee, dated as of June 22, 2007 regarding the issuance by the Company of the 2007 7.750% Senior Notes due 2017 (incorporated by reference to Exhibit 4.10(b) to the Company's Annual Report on Form 10-K filed with the SEC on June 28, 2007). |

Exhibit 4.3(c)	—	Second Supplemental Indenture to the Indenture-Senior Debt Securities between the Company and U.S. Bank National Association, as trustee, dated as of July 8, 2008 regarding the issuance by the Company of the 2008 4.00% Convertible Senior Notes due 2013 (incorporated by reference to Exhibit 4.8 to the Company's Quarterly Report on Form 10-Q filed with the SEC on September 5, 2008).
Exhibit 4.4(a)	—	Indenture, dated July 2, 2009, among the Company, the Guarantors and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2009).
Exhibit 4.4(b)	—	Form of 10% Senior Secured Note Due 2014 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2009).
Exhibit 4.4(c)	—	Form of 10% Senior Secured Note Due 2014 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the SEC on August 14, 2009).
Exhibit 4.5	—	Form of Subordinated Indenture between the Company and U.S. Bank National Association, as trustee, as supplemented from time to time (incorporated by reference to Exhibit 4.6 to the Company's Registration Statement on Form S-3 filed with the SEC on June 25, 2010). Registrant hereby agrees to furnish the SEC, upon request, other instruments defining the rights of holders of long-term debt of the Registrant.
Exhibit 10.1(a)**	—	Smithfield Foods, Inc. 1998 Stock Incentive Plan (incorporated by reference to Exhibit 10.7 to the Company's Form 10-K Annual Report filed with the SEC on July 30, 1998).
Exhibit 10.1(b)**	—	Amendment No. 1 to the Smithfield Foods, Inc. 1998 Stock Incentive Plan dated August 29, 2000 (incorporated by reference to Exhibit 10.6(b) of the Company's Annual Report on Form 10-K filed with the SEC on July 29, 2002).
Exhibit 10.1(c)**	—	Amendment No. 2 to the Smithfield Foods, Inc. 1998 Stock Incentive Plan dated August 29, 2001 (incorporated by reference to Exhibit 10.6(c) of the Company's Annual Report on Form 10-K filed with the SEC on July 29, 2002).
Exhibit 10.1(d)**	—	Form of Nonstatutory Stock Option Agreement for the Smithfield Foods, Inc. 1998 Stock Incentive Plan (incorporated by reference to Exhibit 10.3(d) to the Company's Annual Report on Form 10-K filed with the SEC on July 11, 2005).
Exhibit 10.2**	—	Smithfield Foods, Inc. 2005 Non-Employee Directors Stock Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on September 1, 2005).
Exhibit 10.3**	—	Consulting Agreement, dated August 30, 2006, by and between the Company and Joseph W. Luter, III (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on September 6, 2006).
Exhibit 10.4(a)	—	Master Terms and Conditions for Convertible Bond Hedging Transactions, dated as of July 1, 2008, between Citibank, N.A. and Smithfield Foods, Inc. (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2008).
Exhibit 10.4(b)	—	Master Terms and Conditions for Convertible Bond Hedging Transactions, dated as of July 1, 2008, between Goldman, Sachs & Co. and Smithfield Foods, Inc. (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2008).
Exhibit 10.4(c)	—	Master Terms and Conditions for Convertible Bond Hedging Transactions, dated as of July 1, 2008, between JPMorgan Chase Bank, National Association, London Branch and Smithfield Foods, Inc. (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2008).
Exhibit 10.4(d)	—	Confirmation for Convertible Bond Hedging Transaction, dated July 1, 2008, between Citibank, N.A. and Smithfield Foods, Inc. (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2008).
Exhibit 10.4(e)	—	Confirmation for Convertible Bond Hedging Transaction, dated July 1, 2008, between Goldman, Sachs & Co. and Smithfield Foods, Inc. (incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2008).
Exhibit 10.4(f)	—	Confirmation for Convertible Bond Hedging Transaction, dated July 1, 2008, between JPMorgan Chase Bank, National Association, London Branch and Smithfield Foods, Inc. (incorporated by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2008).
Exhibit 10.4(g)	—	Master Terms and Conditions for Warrants Issued by Smithfield Foods, Inc. to Citibank, N.A., dated as of July 1, 2008 (incorporated by reference to Exhibit 10.7 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2008).
Exhibit 10.4(h)	—	Master Terms and Conditions for Warrants Issued by Smithfield Foods, Inc. to Goldman, Sachs & Co., dated as of July 1, 2008 (incorporated by reference to Exhibit 10.8 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2008).

Exhibit 10.4(i)	—	Master Terms and Conditions for Warrants Issued by Smithfield Foods, Inc. to JPMorgan Chase Bank, National Association, London Branch, dated as of July 1, 2008 (incorporated by reference to Exhibit 10.9 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2008).
Exhibit 10.4(j)	—	Confirmation for Warrants Issued by Smithfield Foods, Inc. to Citibank, N.A., dated July 1, 2008 (incorporated by reference to Exhibit 10.10 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2008).
Exhibit 10.4(k)	—	Confirmation for Warrants Issued by Smithfield Foods, Inc. to Goldman, Sachs & Co., dated July 1, 2008 (incorporated by reference to Exhibit 10.11 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2008).
Exhibit 10.4(l)	—	Confirmation for Warrants Issued by Smithfield Foods, Inc. to JPMorgan Chase Bank, National Association, London Branch, dated July 1, 2008 (incorporated by reference to Exhibit 10.12 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2008).
Exhibit 10.5(a)**	—	Smithfield Foods, Inc. Amended and Restated 2008 Incentive Compensation Plan (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed with the SEC on September 11, 2009).
Exhibit 10.5(b)**	—	Form of Smithfield Foods, Inc. 2008 Incentive Compensation Plan Performance Share Unit Award (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on September 3, 2008).
Exhibit 10.5(c)**	—	Form of Smithfield Foods, Inc. 2008 Incentive Compensation Plan Stock Option Award (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on July 10, 2009).
Exhibit 10.5(d)**	—	Form of Smithfield Foods, Inc. 2008 Incentive Compensation Plan Performance Share Unit Award for fiscal 2010 (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on July 10, 2009).
Exhibit 10.5(e)**	—	Form of Smithfield Foods, Inc. 2008 Incentive Compensation Plan Performance Share Unit Award granted December 2009 (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed with the SEC on March 12, 2010).
Exhibit 10.5(f)**	—	Summary of Performance Share Unit Awards to Executive Officers in the Pork Group granted on June 15, 2010 (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed with the SEC on June 21, 2010).
Exhibit 10.5(g)**	—	Form of Smithfield Foods, Inc. 2008 Incentive Compensation Plan Performance Share Unit Award to Executive Officers in the Pork Group granted on June 15, 2010 (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed with the SEC on September 9, 2010).
Exhibit 10.6	—	Market Hog Contract Grower Agreement, dated May 13, 1998, by and between Continental Grain Company and CGC Asset Acquisition Corp. (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed with the SEC on March 12, 2010).
Exhibit 10.7**	—	Retirement Agreement and General Release dated as of August 9, 2010 between the Company and Richard J. M. Poulson (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed with the SEC on August 16, 2010).
Exhibit 10.8**	—	Certain Compensation for Named Executive Officers for fiscal 2012 (incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q filed with the SEC on September 9, 2011).
Exhibit 10.9**	—	Smithfield Foods, Inc. Change in Control Executive Severance Plan (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed with the SEC on September 8, 2010).
Exhibit 10.10**	—	Compensation for Non-Employee Directors as of September 1, 2010 (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed with the SEC on December 9, 2010).
Exhibit 10.11(a)	—	Term Loan Agreement, dated July 2, 2009, among the Company, the Guarantors, the lenders party thereto and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland", New York Branch, as administrative agent (incorporated by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2009).
Exhibit 10.11(b)	—	First Amendment to Term Loan Agreement, dated as of June 9, 2011, among the Company, the subsidiaries of the Company party thereto, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland", New York Branch, as administrative agent and the lenders party thereto (incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K filed with the SEC on June 16, 2011).
Exhibit 10.12	—	Pledge and Security Agreement, dated July 2, 2009, among the Company, the Guarantors, and U.S. Bank National Association, as collateral agent (incorporated by reference to Exhibit 4.6 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2009).

Exhibit 10.13*	— Amended and Restated Intercreditor Agreement, dated as June 9, 2011, among Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. “Rabobank Nederland”, New York Branch, as administrative agent, and U.S. Bank National Association, as collateral agent.
Exhibit 10.14	— Intercreditor and Collateral Agency Agreement, dated July 2, 2009, among the Company, the Guarantors, U.S. Bank National Association, as collateral agent, U.S. Bank National Association, as trustee for the Notes, and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. “Rabobank Nederland”, New York Branch, as administrative agent (incorporated by reference to Exhibit 4.8 to the Company's Current Report on Form 8-K filed with the SEC on July 8, 2009).
Exhibit 10.15(a)	— Second Amended and Restated Credit Agreement, dated as of June 9, 2011, among the Company, the subsidiaries of the Company party thereto, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch, as Administrative Agent, the lenders party thereto, and the other agents and arrangers party thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on June 16, 2011).
Exhibit 10.15(b)	— Second Amended and Restated Pledge and Security Agreement, dated as of June 9, 2011, among the Company, the subsidiaries of the Company party thereto and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch, as Administrative Agent (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on June 16, 2011).
Exhibit 10.16	— Receivables Sale Agreement, dated as of June 9, 2011, among Smithfield Receivables Funding LLC, the Company, SFFC, Inc., Farmland Foods, Inc., The Smithfield Packing Company, Incorporated, Patrick Cudahy, LLC, Premium Pet Health, LLC, John Morrell & Co., Smithfield Global Products, Inc., and Armour-Eckrich Meats LLC (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the SEC on June 16, 2011).
Exhibit 10.17	— Credit and Security Agreement, dated as of June 9, 2011, among Smithfield Receivables Funding LLC, the Company, Rabobank, as the Administrative Agent and certain lenders and co-agents party thereto (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed with the SEC on June 16, 2011).
Exhibit 10.18*,**	Smithfield Foods, Inc. Executive Stock Purchase Plan.
Exhibit 21*	— Subsidiaries of the Company.
Exhibit 23.1*	— Consent of Independent Registered Public Accounting Firm.
Exhibit 31.1*	— Certification of C. Larry Pope, President and Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
Exhibit 31.2*	— Certification of Robert W. Manly, IV, Executive Vice President and Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
Exhibit 32.1*	— Certification of C. Larry Pope, President and Chief Executive Officer, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
Exhibit 32.2*	— Certification of Robert W. Manly, IV, Executive Vice President and Chief Financial Officer, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
Exhibit 101*	The following financial statements from Smithfield Foods, Inc.'s Annual Report on Form 10-K for the year ended April 29, 2012, formatted in XBRL: (i) Consolidated Statements of Income, (i) Consolidated Statements of Comprehensive Income, (iii) Consolidated Balance Sheets, (iv) Consolidated Statements of Cash Flows, and (v) the Notes to Consolidated Financial Statements.

* Filed herewith.

** Management contract or compensatory plan or arrangement of the Company required to be filed as an exhibit.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

REGISTRANT: SMITHFIELD FOODS, INC.

By: /s/ C. LARRY POPE
C. Larry Pope
President and Chief Executive Officer

Date: June 15, 2012

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ JOSEPH W. LUTER, III</u> Joseph W. Luter, III	Chairman of the Board and Director	June 15, 2012
<u>/s/ C. LARRY POPE</u> C. Larry Pope	President, Chief Executive Officer and Director	June 15, 2012
<u>/s/ ROBERT W. MANLY, IV</u> Robert W. Manly, IV	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	June 15, 2012
<u>/s/ KENNETH M. SULLIVAN</u> Kenneth M. Sullivan	Vice President, Finance and Chief Accounting Officer (Principal Accounting Officer)	June 15, 2012
<u>/s/ CAROL T. CRAWFORD</u> Carol T. Crawford	Director	June 15, 2012
<u>/s/ RICHARD T. CROWDER</u> Richard T. Crowder	Director	June 15, 2012
<u>/s/ MARGARET G. LEWIS</u> Margaret G. Lewis	Director	June 15, 2012
<u>/s/ WENDELL H. MURPHY</u> Wendell H. Murphy	Director	June 15, 2012
<u>/s/ DAVID C. NELSON</u> David C. Nelson	Director	June 15, 2012
<u>/s/ FRANK S. ROYAL, M.D.</u> Frank S. Royal, M.D.	Director	June 15, 2012
<u>/s/ JOHN T. SCHWIETERS</u> John T. Schwieters	Director	June 15, 2012
<u>/s/ PAUL S. TRIBLE, JR.</u> Paul S. Tribble, Jr.	Director	June 15, 2012

AMENDED AND RESTATED INTERCREDITOR AGREEMENT

This AMENDED AND RESTATED INTERCREDITOR AGREEMENT (this "Agreement"), dated as of June 9, 2011, among COÖPERATIEVE CENTRALE RAIFFEISEN–BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH (as assignee of JPMorgan Chase Bank, N.A.), as Administrative Agent (in such capacity, with its successors and assigns, and as more specifically defined below, the "ABL Representative") for the ABL Secured Parties (as defined below), U.S. BANK NATIONAL ASSOCIATION, ("U.S. Bank"), as collateral agent (in such capacity, with its successors and assigns, and as more specifically defined below, the "Term Debt Representative") for the Term Debt Secured Parties (as defined below), SMITHFIELD RECEIVABLES FUNDING LLC (the "Receivables Buyer"), COÖPERATIEVE CENTRALE RAIFFEISEN–BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, as Administrative Agent (in such capacity, with its successors and assigns, and as more specifically defined below, the "Receivables Agent") under the Credit and Security Agreement (as defined below) and each of the Loan Parties (as defined below) party hereto.

RECITALS:

Smithfield Foods, Inc., a Virginia corporation ("Borrower"), certain of the Borrower's subsidiaries as guarantors, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland", New York Branch and certain financial institutions are parties to the Term Loan Agreement dated as July 2, 2009 (as amended by that certain First Amendment to Term Loan Agreement dated the date hereof, the "First Amendment" and such Term Loan Agreement as amended by the First Amendment, herein the "Existing Term Loan Agreement"), pursuant to which such financial institutions and other entities have made term loans to Borrower, and such term loans are guaranteed by the subsidiaries named therein (the "Prior Loan Parties").

Borrower, U.S. Bank, as trustee, the Prior Loan Parties and certain other parties are party to the Indenture dated as July 2, 2009 (the "Existing Senior Secured Notes Agreement"), pursuant to which Borrower has issued senior secured notes.

Borrower, the Prior Loan Parties, JPMorgan Chase Bank, N.A., as administrative agent, and certain financial institutions entered into that certain Amended and Restated Credit Agreement dated as of July 2, 2009 (as amended, the "Prior ABL Agreement"), pursuant to which such financial institutions and other entities made revolving loans and extended other financial accommodations to Borrower.

The Prior Loan Parties, the Term Debt Representative and JPMorgan Chase Bank, N.A., as the "ABL Representative" thereunder entered into that certain Intercreditor Agreement dated as of July 2, 2009 (the "Prior Intercreditor Agreement").

Since the execution of the Prior Intercreditor Agreement, the following transactions involving the subsidiaries who were included in the Prior Loan Parties have occurred:

(i) Each of Gwaltney Transportation Co., Inc., LPC Transport, Inc. and Valleydale Transportation Company, Inc. has merged with and into Smithfield Transportation Co., Inc. and Smithfield Transportation Co., Inc. is the successor in interest by merger to such parties;

(ii) Each of Farmland Distribution Inc. and North Side Foods Corp. has merged with and into Farmland Foods, Inc. and Farmland Foods, Inc. is the successor in interest by merger to such parties; and

(iii) Each of Patrick Cudahy Incorporated, PC Express, Inc. and 814 Americas, Inc. has merged with and into Patrick Cudahy, LLC and Patrick Cudahy, LLC is the successor in interest by merger to such parties.

As a result of the foregoing, Gwaltney Transportation Co., Inc., LPC Transport, Inc., Valleydale Transportation Company, Inc., Farmland Distribution Inc., North Side Foods Corp., Patrick Cudahy Incorporated, PC Express, Inc. and 814 Americas, Inc. are no longer party to the Existing Term Loan Agreement, the Existing Senior Secured Notes Agreement, the Prior ABL Agreement and the Prior Intercreditor Agreement and no longer "Loan Parties" under the Prior Intercreditor Agreement.

Prior to the date hereof, Patrick Cudahy, LLC has been joined as subsidiary guarantor under the Existing Term Loan Agreement, the Existing Senior Secured Notes Agreement, the Prior ABL Agreement (as defined below) and has been joined as a "Loan Party" under the Prior Intercreditor Agreement pursuant to the terms of a Joinder Agreement executed pursuant thereto.

Premium Pet Health, LLC and Smithfield Global Products Inc. have each been joined as subsidiary guarantors under the Existing Term Loan Agreement (pursuant to the First Amendment), the Existing Senior Secured Notes Agreement, the Existing ABL Agreement (as defined below) and are each being joined as a "Loan Parties" hereunder pursuant to the terms hereof.

JPMorgan Chase Bank, N.A. has resigned, effective as of the date hereof, as the administrative agent under the Prior ABL Agreement and has assigned all of its right, title and interest as the "Administrative Agent" under the Prior ABL Agreement, the Prior Intercreditor Agreement and the other ABL Documents to Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland", New York Branch ("Rabobank Nederland") as administrative agent in connection with the execution of that certain Second Amended and Restated Credit Agreement dated the date hereof among Rabobank Nederland, as administrative agent, the Loan Parties, and the financial institutions party thereto (the "Existing ABL Agreement") which amends and restates the Prior ABL Agreement in its entirety.

The Loan Parties have granted to the ABL Representative security interests and liens in the Collateral (as defined below) as security for payment and performance of the ABL Obligations.

The Loan Parties have granted to the Term Debt Representative security interests and liens in the Collateral as security for payment and performance of the Term Debt Obligations (as defined below).

The Originators (as defined below) are entering into that certain Receivables Sale Agreement dated the date hereof (the "Existing Receivables Sale Agreement") among Borrower, the Originators, the Receivables Buyer and SFFC, Inc. pursuant to which the following transactions will occur which are intended to be true sales and not secured loans: (a) on the commencement date defined therein, the Originators will transfer or otherwise convey to Borrower certain of their then outstanding Receivables (as defined below) and the related Receivables Assets (as defined below), (b) the Receivables and Receivables Assets transferred or conveyed to Borrower will be contributed by the Borrower, through one or more direct and indirect subsidiaries, to the capital of the Receivables Buyer, (c) on the commencement date defined therein certain of the Receivables and Receivables Assets of the Originators will be sold to the Receivables Buyer, and

(d) all of the Receivables and Receivables Assets of the Originators will thereafter be, on a continuous basis, sold to the Receivables Buyer (the transactions described in clauses (a) through (d) above, the "Receivables Transactions").

The Receivables Buyer has entered into that certain Credit and Security Agreement dated as of June 9, 2011, as amended, restated and/or otherwise modified from time to time in accordance with the terms thereof, among the Receivable Buyer, Borrower, each of the lenders and co-agents from time to time party thereto and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as administrative agent and letter of credit issuer thereunder (the "Existing Credit and Security Agreement") pursuant to which the lenders party thereto have committed to make advances thereunder to the Receivables Buyer from time to time the proceeds of which will be used, among other purposes, to acquire the Receivables and Receivables Assets from the Originators and the Receivables Buyer has granted Liens on the Receivables and Receivables Assets so acquired solely to the Receivables Agent for the benefit of the Receivables Secured Parties.

The ABL Representative, the Term Debt Representative, the Receivables Buyer, the Receivables Agent and the Loan Parties desire to amend and restate the Prior Intercreditor Agreement pursuant to the terms hereof to, among other things: (a) confirm that Rabobank Nederland is the ABL Representative as a result of the assignment from JPMorgan Chase Bank, N.A., (b) confirm that the Existing ABL Agreement is the ABL Agreement, (c) add the Receivables Buyer, the Receivables Agent, Premium Pet Health, LLC and Smithfield Global Products Inc. as parties hereto and (d) clarify the rights of the Secured Parties (as defined below) with respect to the Receivables Assets being (i) transferred and sold by the Originators or (ii) contributed to the Receivables Buyer pursuant to the Receivables Sale Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained and other good and valuable consideration, the existence and sufficiency of which is expressly recognized by all of the parties hereto, the parties agree as follows:

SECTION 1. *Definitions; Rules of Construction.*

1.1 UCC Definitions. The following terms which are defined in the Uniform Commercial Code are used herein as so defined: Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter of Credit, Letter of Credit Rights, Records, Securities Account and Supporting Obligations.

1.2 Defined Terms. The following terms, as used herein, have the following meanings:

"ABL Agreement" means the collective reference to (a) the Existing ABL Agreement, (b) any Additional ABL Agreement and (c) any other credit agreement, loan agreement, note agreement, promissory note, indenture or other agreement or instrument evidencing or governing the terms of any indebtedness or other financial accommodation that has at any time been incurred to extend, replace, refinance or refund in whole or in part the indebtedness and other obligations outstanding under the Existing ABL Agreement (regardless of whether such replacement, refunding or refinancing (i) is a "working capital" facility, asset-based facility, revolving loan facility, term loan facility or otherwise or (ii) was entered into after the ABL Obligations Payment Date), any Additional ABL Agreement or any other agreement or instrument referred to in this clause (c) (a "Replacement ABL Agreement" unless such agreement or instrument expressly provides that it is not intended to be and is not an ABL Agreement hereunder). Any reference to the ABL Agreement

hereunder shall be deemed a reference to any ABL Agreement then extant.

"ABL Creditors" means, collectively, the "Lenders" and the "Secured Parties", each as defined in the ABL Agreement.

"ABL DIP Financing" has the meaning set forth in Section 5.2(a).

"ABL Documents" means the ABL Agreement, each ABL Security Document, each ABL Guarantee and each other "Loan Document" as defined in the ABL Agreement.

"ABL Guarantee" means any guarantee by any Loan Party of any or all of the ABL Obligations.

"ABL Lien" means any Lien created by the ABL Security Documents.

"ABL Obligations" means (a) all principal of and interest (including without limitation any Post-Petition Interest) and premium (if any) on all loans made pursuant to the ABL Agreement or any ABL DIP Financing by the ABL Secured Parties, (b) all reimbursement obligations (if any) and interest thereon (including without limitation any Post-Petition Interest) with respect to any letter of credit or similar instruments issued pursuant to the ABL Agreement, (c) all Swap Obligations, (d) all Banking Services Obligations and (e) all guarantee obligations, indemnities, fees, expenses and other amounts payable from time to time pursuant to the ABL Documents, in each case whether or not allowed or allowable in an Insolvency Proceeding. To the extent any payment with respect to any ABL Obligation (whether by or on behalf of any Loan Party, as Proceeds of security, enforcement of any right of setoff or otherwise) is declared to be a fraudulent conveyance or a preference in any respect, set aside or required to be paid to a debtor in possession, any Term Debt Secured Party, Receivables Secured Party, receiver or similar Person, then the obligation or part thereof originally intended to be satisfied shall, for the purposes of this Agreement and the rights and obligations of the ABL Secured Parties, the Term Debt Secured Parties and the Receivables Secured Parties, be deemed to be reinstated and outstanding as if such payment had not occurred.

"ABL Obligations Payment Date" means the first date on which (a) the ABL Obligations (other than those that constitute Unasserted Contingent Obligations) have been indefeasibly paid in cash in full (or cash collateralized or defeased in accordance with the terms of the ABL Documents), (b) all commitments to extend credit under the ABL Documents have been terminated, (c) there are no outstanding letters of credit or similar instruments issued under the ABL Documents (other than such as have been cash collateralized or defeased in accordance with the terms of the ABL Documents), (d) so long as the Term Debt Obligations Payment Date shall not have occurred, the ABL Representative has delivered a written notice to the Term Debt Representative stating that the events described in clauses (a), (b) and (c) have occurred to the satisfaction of the ABL Secured Parties and (e) so long as the Receivables Obligations Payment Date shall not have occurred, the ABL Representative has delivered a written notice to the Receivables Representative stating that the events described in clauses (a), (b) and (c) have occurred to the satisfaction of the ABL Secured Parties.

"ABL Priority Collateral" means all Collateral consisting of the following:

(1) all Accounts including or in addition, the proceeds received by or owing to an Originator for the sale of any Receivables Assets to the Receivables Buyer and any Originator's other rights, claims, General Intangibles and Supporting Obligations arising under or in connection

with the sale of any Receivables Assets; provided that the ABL Priority Collateral shall not include any Receivables Priority Collateral;

- (2) all Inventory;
- (3) all Capital Stock, including all the Capital Stock issued by the Receivables Buyer;
- (4) all Intellectual Property;
- (5) all Deposit Accounts (other than the Non-ABL Collateral Account and the Receivables Collection Accounts);
- (6) all cash and cash equivalents (except to the extent held or required to be held in the Non-ABL Collateral Account and the Receivables Collection Accounts);
- (7) all intercompany notes, including the Subordinated Notes payable by the Receivables Buyer and delivered under the terms of the Receivables Sale Agreement;
- (8) to the extent evidencing or governing any of the items referred to in the preceding clauses (1), (2), (3), (4), (5), (6) and (7) all Chattel Paper, Documents, Instruments, General Intangibles and Securities Accounts related thereto; provided that to the extent any of the foregoing also relates to Term Debt Priority Collateral or Receivables Priority Collateral only that portion related to the items referred to in the preceding clauses (1), (2), (3), (4), (5), (6) and (7) shall be included in the ABL Priority Collateral;
- (9) all books and records relating to the foregoing (including without limitation all books, databases, customer lists and records, whether tangible or electronic which contain any information relating to any of the foregoing); and
- (10) all Proceeds of and Supporting Obligations, including, without limitation, Letter of Credit Rights, with respect to any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

"ABL Representative" has the meaning set forth in the introductory paragraph hereof. In the case of any Replacement ABL Agreement, the ABL Representative shall be the Person identified as such in such Agreement.

"ABL Secured Parties" means the ABL Representative, the ABL Creditors and any other holders of the ABL Obligations.

"ABL Security Documents" means the "Collateral Documents" as defined in the ABL Agreement, and any other documents that are designated under the ABL Agreement as "ABL Security Documents" for purposes of this Agreement.

"Access Period" means, with respect to each parcel or item of Term Debt Priority Collateral, the period, following the commencement of any Enforcement Action, which begins on the earlier of (a) the day

on which a Representative provides the Term Debt Representative with the notice of its election to request access to such parcel or item of Term Debt Priority Collateral pursuant to Section 3.4(d) and (b) the fifth Business Day after the Term Debt Representative provides the applicable Representative with notice that the Term Debt Representative (or its agent) has obtained possession or control of such parcel or item of Term Debt Priority Collateral and ends on the earliest of (i) the day which is 180 days after the date (the "Initial Access Date") on which the applicable Representative initially obtains the ability to take physical possession of, remove or otherwise control physical access to, or actually uses, such parcel or item of Term Debt Priority Collateral plus such number of days, if any, after the Initial Access Date that it is stayed or otherwise prohibited by law or court order from exercising remedies with respect to its associated Senior Collateral, (ii) the date on which all or substantially all of its Senior Collateral associated with such parcel or item of Term Debt Priority Collateral is sold, collected or liquidated, (iii) the such Representative's Senior Obligations Payment Date and (iv) the date on which the default which resulted in such Enforcement Action has been cured or waived in writing.

"Additional ABL Agreement" means any agreement for the incurrence of additional indebtedness that is permitted to be secured by the ABL Priority Collateral pursuant to the Loan Documents and any agreement approved for designation as such by the Representatives.

"Additional Credit and Security Agreement" means any agreement for the incurrence of additional indebtedness by the Receivable Buyer secured by the Receivables Assets and any agreement approved for designation as such by the Representatives.

"Additional Debt" has the meaning set forth in Section 11.5(b).

"Additional Receivables Agreement" means any agreement providing for the purchase of Receivables that is permitted to be secured by the Receivables Priority Collateral pursuant to the Loan Documents and any agreement approved for designation as such by the Representatives.

"Additional Senior Secured Notes Agreement" means any agreement for the issuance of senior secured notes that is permitted by Sections 6.01(b), 6.01(f) (to the extent that such issuance is to refinance debt incurred pursuant to Section 6.01(b) (or to subsequently refinance any such Section 6.01(b) refinanced debt)) or 6.01(q) of the Existing ABL Agreement (and any equivalent section of another ABL Agreement), Sections 6.08 and 6.13 of the Existing Term Loan Agreement (and any equivalent section of another Term Loan Agreement) and Sections 2.1 and 3.3 of the Existing Senior Secured Notes Agreement (and any equivalent section of another Senior Secured Notes Agreement), the Receivables Sale Agreement and any agreement approved for designation as such by the Representatives.

"Additional Term Loan Agreement" means any agreement for the incurrence of incremental term loans that is permitted by the Loan Documents and any agreement approved for designation as such by the Representatives.

"Banking Services Obligations" means, with respect to any Loan Party, any obligations of such Loan Party, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), owed to any ABL Secured Party (or any of its affiliates) in respect of the following bank services: (a) credit cards for commercial customers (including, without limitation, "commercial credit cards" and purchasing cards), (b) stored value cards and (c) treasury management services (including, without limitation, controlled disbursement,

automated clearinghouse transactions, return items, overdrafts and interstate depository network services).

"Bankruptcy Code" means the United States Bankruptcy Code (11 U.S.C. §101 et seq.), as amended from time to time.

"Borrower" has the meaning set forth in the Recitals to this Agreement.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

"Capital Stock" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"Collateral" means, collectively, all property upon which a Lien is granted pursuant to the Security Documents.

"Comparable Security Document" means, in relation to any Senior Collateral subject to any Senior ABL/Term Security Document, that Junior Security Document that creates a security interest in the same Senior Collateral, granted by the same Loan Party, as applicable.

"Copyrights" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Credit and Security Agreement" means the collective reference to (a) the Existing Credit and Security Agreement, (b) any Additional Credit and Security Agreement and (c) any other credit agreement, loan agreement, note agreement, promissory note, indenture or other agreement or instrument evidencing or governing the terms of any indebtedness or other financial accommodation that has at any time been incurred to extend, replace, refinance or refund in whole or in part the indebtedness and other obligations outstanding under the Existing Credit and Security Agreement (regardless of whether such replacement, refunding or refinancing (i) is a "working capital" facility, asset-based facility, revolving loan facility, term loan facility or otherwise or (ii) was entered into after the Receivables Obligations Payment Date), any Additional Credit and Security Agreement or any other agreement or instrument referred to in this clause (c) (a "Replacement Credit and Security Agreement" unless such agreement or instrument expressly provides that it is not intended to be and is not a Credit and Security Agreement hereunder). Any reference to the Credit and Security Agreement hereunder shall be deemed a reference to any Credit and Security Agreement then extant.

"Enforcement Action" means, with respect to any Obligations, the exercise of any rights and remedies with respect to any Collateral securing such Obligations or the commencement or prosecution of enforcement of any of the rights and remedies under the applicable Loan Documents, Receivables Sale Agreement or the Credit and Security Agreement or applicable law, including without limitation the exercise of any rights of

set-off or recoupment, and the exercise of any rights or remedies of a secured creditor under the Uniform Commercial Code of any applicable jurisdiction or under the Bankruptcy Code.

"Existing ABL Agreement" has the meaning set forth in the Recitals to this Agreement.

"Existing Credit and Security Agreement" has the meaning set forth in the Recitals to this Agreement.

"Existing Receivables Sale Agreement" has the meaning set forth in the Recitals to this Agreement.

"Existing Senior Secured Notes Agreement" has the meaning set forth in the Recitals to this Agreement.

"Existing Term Loan Agreement" has the meaning set forth in the Recitals to this Agreement.

"First Amendment" has the meaning set forth in the Recitals to this Agreement.

"Insolvency Proceeding" means any proceeding in respect of bankruptcy, insolvency, winding up, receivership, dissolution or assignment for the benefit of creditors, in each of the foregoing events whether under the Bankruptcy Code or any similar federal, state or foreign bankruptcy, insolvency, reorganization, receivership or similar law.

"Intellectual Property" means, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Patents, the Trademarks and the Licenses, and all rights to sue at law or in equity for any Infringement thereof, including the right to receive all proceeds and damages therefrom.

"Junior Documents" shall mean, collectively, with respect to any Junior Obligations, any provision pertaining to such Junior Obligation in any Loan Document or any other document, instrument or certificate evidencing or delivered in connection with such Junior Obligation.

"Junior Liens" shall mean (a) with respect to any ABL Priority Collateral, all Liens securing the Term Debt Obligations, (b) with respect to any Term Debt Priority Collateral, all Liens securing the ABL Obligations; and (c) with respect to any Receivables Priority Collateral, all Liens securing the Term Debt Obligations and the ABL Obligations; provided that, as between the ABL Representative and the Term Debt Representative only, all Liens securing the Term Debt Obligations in the Receivables Priority Collateral shall be "Junior Liens" with respect to the Liens securing the ABL Obligations in the Receivables Priority Collateral until the ABL Obligations Payment Date.

"Junior Obligations" shall mean (a) with respect to any ABL Priority Collateral, all Term Debt Obligations, (b) with respect to any Term Debt Priority Collateral, all ABL Obligations, and (c) with respect to any Receivables Obligations, all Term Debt Obligations and ABL Obligations; provided that, as between the Term Debt Secured Parties and the ABL Secured Parties only, with respect to the Receivables Priority Collateral, all Term Debt Obligations shall also be "Junior Obligations" with respect to the ABL Obligations until the ABL Obligations Payment Date.

"Junior Representative" shall mean (a) with respect to any ABL Obligations or any ABL Priority Collateral, the Term Debt Representative, (b) with respect to any Term Debt Obligations or any Term Debt Priority Collateral, the ABL Representative and (c) with respect to any Receivables Obligations or any Receivables Priority Collateral, the ABL Representative until the ABL Obligations Payment Date and then the Term Debt Representative.

"Junior Secured Parties" shall mean (a) with respect to the ABL Priority Collateral, all Term Debt Secured Parties, (b) with respect to the Term Debt Priority Collateral, all ABL Secured Parties, and (c) with respect to the Receivables Priority Collateral, all Term Debt Secured Parties and ABL Secured Parties; provided that with respect to the Receivables Priority Collateral, all the Term Debt Secured Parties shall be "Junior Secured Parties" in relation to the ABL Secured Parties until ABL Obligations Payment Date.

"Junior Security Documents" shall mean with respect to any Junior Secured Party, the Security Documents that secure the Junior Obligations.

"Licenses" means, with respect to any Person, all of such Person's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, deed to secure debt, lien, pledge, hypothecation, assignment, assignation, debenture, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Lien Priority" means with respect to any Lien of any Representative in the Collateral, the order of priority of such Lien specified in Section 2.1.

"Loan Documents" shall mean, collectively, the ABL Documents and the Term Debt Documents.

"Loan Party" means Borrower and each direct or indirect affiliate or shareholder (or equivalent) of Borrower or any of its affiliates that is now or hereafter becomes a party to any Loan Document, but shall expressly exclude the Receivables Buyer. All references in this Agreement to any Loan Party shall include such Loan Party as a debtor-in-possession and any receiver or trustee for such Loan Party in any Insolvency Proceeding.

"Non-ABL Collateral Account" means the "Non-ABL Collateral Account" as defined in the Senior Secured Notes Security Documents.

"Obligations" means the ABL Obligations, the Term Debt Obligations and the Receivables Obligations.

"Originators" means Farmland Foods, Inc. a Delaware corporation, The Smithfield Packing Company, Inc., a Delaware corporation, Smithfield Global Products, Inc., a Delaware corporation, John

Morrell & Co., a Delaware corporation, Armour-Eckrich Meats LLC, a Delaware limited liability company, Premium Pet Health, LLC, a Delaware limited liability company, Patrick Cudahy, LLC, a Delaware limited liability company, and any other subsidiary of Borrower which becomes an "Originator" pursuant to the terms of the Receivables Sale Agreement.

"Patents" means with respect to any Person, all of such Person's right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

"Person" means any person, individual, sole proprietorship, partnership, joint venture, corporation, limited liability company, unincorporated organization, association, institution, entity, party, including any government and any political subdivision, agency or instrumentality thereof.

"Post-Petition Interest" means any interest or entitlement to fees or expenses or other charges that accrues after the commencement of any Insolvency Proceeding (or would accrue but for the commencement of an Insolvency Proceeding), whether or not allowed or allowable in any such Insolvency Proceeding.

"Prior ABL Agreement" has the meaning set forth in the Recitals to this Agreement.

"Prior Intercreditor Agreement" has the meaning set forth in the Recitals to this Agreement.

"Prior Loan Parties" has the meaning set forth in the Recitals to this Agreement.

"Prior Term Loan Agreement" has the meaning set forth in the Recitals to this Agreement.

"Priority Collateral" means the ABL Priority Collateral, the Term Debt Priority Collateral or the Receivables Priority Collateral.

"Proceeds" means (a) all "proceeds," as defined in Article 9 of the Uniform Commercial Code, with respect to the Collateral, and (b) whatever is recoverable or recovered when any Collateral is sold, exchanged, collected, or disposed of, whether voluntarily or involuntarily, including, without limitation, all proceeds of any insurance policy covering the Collateral.

"Rabobank Nederland" has the meaning set forth in the Recitals to this Agreement.

"Real Property" means any right, title or interest in and to real property, including any fee interest, leasehold interest, easement, or license and any other right to use or occupy real property, including any right arising by contract.

"Receivable" means all indebtedness and other obligations owed to an Originator (at the times it arises, and before giving effect to any transfer or conveyance under the Receivables Sale Agreement) (including any indebtedness, obligation or interest constituting an Account, Chattel Paper, Instrument or

General Intangible) arising in connection with the sale of goods or the rendering of services by such Originator and further includes, without limitation, the obligation of an account debtor to pay any finance charge, interest, late payment charges or similar charges with respect thereto; provided, however, that the term "Receivable" shall exclude any indebtedness or other obligations owed to an Originator by an affiliate of an Originator that is 100% owned, directly or indirectly, by an Originator or the Receivables Buyer. Indebtedness and other rights and obligations arising from any one transaction, including, without limitation, indebtedness and other rights and obligations represented by an individual invoice, shall constitute a Receivable separate from a Receivable consisting of the indebtedness and other rights and obligations arising from any other transaction; provided, further, that any indebtedness, rights or obligations referred to in the immediately preceding sentence shall be a Receivable regardless of whether the account debtor or such Originator treats such indebtedness, rights or obligations as a separate payment obligation.

"Receivables Assets" means all Receivables contributed to or purchased by the Receivables Buyer under the Receivables Sale Agreement and all of the following relating thereto: all Receivables Related Security and all Receivables Collections.

"Receivables Agent" has the meaning set forth in the introductory paragraph to this Agreement.

"Receivables Buyer" has the meaning set forth in the introductory paragraph to this Agreement.

"Receivables Collection Account" means each concentration account, depository account, Receivables Lock-Box account or similar account in which any Receivables Collections are collected or deposited.

"Receivables Collections" means, with respect to any Receivable, all cash collections and other cash proceeds in respect of such Receivable, including, without limitation, all finance, interest, late payment charges or similar charges or other related amounts accruing in respect thereof and all cash proceeds of Receivables Related Security with respect to such Receivable; provided, however, that the term "Receivables Collections" shall not include (a) any payment made for the account of Borrower (in its capacity as servicer), a third-party service provider or sub-contractor whose services were not included in the amount invoiced for the applicable Receivable nor (b) any proceeds received by or owing to an Originator for the sale of any Receivables Assets to the Receivables Buyer.

"Receivables Contract" means, with respect to any Receivable, any and all instruments, agreements, invoices or other writings pursuant to which such Receivable arises or which evidences such Receivable.

"Receivables Document" means the Receivables Sale Agreement and the documentation executed and delivered in connection therewith.

"Receivables Lien" means any and all Liens created by the Receivables Documents.

"Receivables Lock-Box" means each locked postal box with respect to which a bank has executed an agreement whereby such bank has been granted exclusive access for the purpose of retrieving and processing payments made on the Receivables.

"Receivables Obligations" means, to the extent that amounts advanced under the Receivables Sale Agreement are deemed to be loans: (a) all principal of and interest (including without limitation any Post-

Petition Interest) and premium (if any) on all amounts advanced under the Receivables Sale Agreement to purchase Receivables thereunder, (b) all reimbursement obligations (if any) and interest thereon (including without limitation any Post-Petition Interest) with respect to any letter of credit or similar instruments issued pursuant to the Receivables Sale Agreement, (c) all other amounts owing by Borrower and the Originators under Receivables Sale Agreement and (d) all guarantees, performance undertakings, finance charges, indemnities, fees, expenses and other amounts payable from time to time pursuant to any of the foregoing, in each case whether or not allowed or allowable in an Insolvency Proceeding. To the extent any payment with respect to any Receivables Obligation (whether by or on behalf of any Loan Party, as Proceeds of security, enforcement of any right of setoff or otherwise) is declared to be a fraudulent conveyance or a preference in any respect, set aside or required to be paid to a debtor in possession, any other Secured Party, receiver or similar Person, then the obligation or part thereof originally intended to be satisfied shall, for the purposes of this Agreement and the rights and obligations of the Secured Parties, be deemed to be reinstated and outstanding as if such payment had not occurred.

"Receivables Obligations Payment Date" means the first date on which (a) the Receivables Obligations (other than those that constitute Unasserted Contingent Obligations) have been indefeasibly paid in cash in full (or cash collateralized or defeased in accordance with the terms of the Receivables Documents), (b) any commitment of the Receivables Buyer to purchase Receivables under the Receivables Sale Agreement has been terminated, (c) there are no outstanding letters of credit or similar instruments issued under the Receivables Documents or the Credit and Security Agreement (other than such as have been cash collateralized or defeased in accordance with the terms of the Receivables Documents and the Credit and Security Agreement), (d) so long as the ABL Obligations Payment Date shall not have occurred, the Receivables Representative has delivered a written notice to the ABL Representative stating that the events described in clauses (a), (b) and (c) have occurred to the satisfaction of the Receivables Representative, and (e) so long as the Term Debt Obligations Payment Date shall not have occurred, the Receivables Representative has delivered a written notice to the Term Debt Representative stating that the events described in clauses (a), (b) and (c) have occurred to the satisfaction of the Receivables Representative.

"Receivables Priority Collateral" has the meaning set forth in Section 6.1(c).

"Receivables Records" means, with respect to any Receivable, all Receivables Contracts and other documents, books, records and other information (including, without limitation, computer programs, tapes, disks, punch cards, data processing software and related property and rights) relating to such Receivable, any Receivables Related Security therefor and the Persons obligated to make payments pursuant to such Receivables Contracts.

"Receivables Related Security" means, with respect to any Receivable:

(a) all of the applicable Originator's interest in the Inventory and Goods (including returned or repossessed Inventory or Goods), if any, the sale, financing or lease of which by such Originator gave rise to such Receivable, and all insurance contracts with respect thereto,

(b) all other security interests or liens and property subject thereto from time to time, if any, purporting to secure payment of such Receivable, whether pursuant to the Receivables Contract related to such Receivable or otherwise, together with all financing statements and security agreements describing any collateral securing such Receivable,

(c) all guaranties, letters of credit, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to the Receivables Contract related to such Receivable or otherwise,

(d) all service contracts and other contracts and agreements associated with such Receivable,

(e) all Receivables Records related to such Receivable,

(f) all of the applicable Originator's right, title and interest in each Receivables Lock-Box and each Receivables Collection Account, and

(g) all proceeds of any of the foregoing.

"Receivables Representative" means the Receivables Agent; provided that once all the obligations and indebtedness outstanding under the Credit and Security Agreement have been paid and satisfied in full, all letters of credit issued thereunder terminated and all commitments to extend credit thereunder have been terminated, the Receivables Representative shall be the Receivables Buyer.

"Receivables Sale Agreement" means the collective reference to (a) the Existing Receivables Sale Agreement and (b) any other similar receivables purchase agreement that has at any time been entered into to extend, replace, or substitute the Existing Receivables Sale Agreement (regardless of whether such replacement, refunding or refinancing (i) is a "working capital" facility, asset-based facility, revolving loan facility, term loan facility or otherwise or (ii) was entered into after the Receivables Obligations Payment Date), any Additional Receivables Agreement or any other agreement or instrument referred to in this clause (c) (a "Replacement Receivables Agreement" unless such agreement or instrument expressly provides that it is not intended to be and is not a Receivables Sale Agreement hereunder). Any reference to the Receivables Sale Agreement hereunder shall be deemed a reference to the Receivables Sale Agreement then extant.

"Receivables Secured Parties" means the Receivables Buyer, any other holders of the Receivables Obligations and any successor or assignee thereof, including any Person that holds a Lien on the rights of the Receivables Buyer under the Receivables Documents, including the Receivable Representative holding Liens under the terms of the Credit and Security Agreement.

"Receivables Security Documents" means the Receivables Sale Agreement and any other document that grants Liens in the Receivables Assets to secure the repayment of the Receivables Obligations.

"Receivables Transactions" has the meaning set forth in the Recitals to this Agreement.

"Replacement ABL Agreement" has the meaning set forth in the definition of "ABL Agreement."

"Replacement Receivables Agreement" has the meaning set forth in the definition of "Receivables Sale Agreement".

"Replacement Senior Secured Notes Agreement" has the meaning set forth in the definition of "Senior Secured Notes Agreement."

"Replacement Term Loan Agreement" has the meaning set forth in the definition of "Term Loan Agreement."

"Representatives" means the ABL Representative, the Term Debt Representative and the Receivables Representative.

"Secured Obligations" shall mean the ABL Obligations, the Receivables Obligations and the Term Debt Obligations.

"Secured Parties" means the ABL Secured Parties, the Receivables Secured Parties and the Term Debt Secured Parties. Any reference to "its Secured Parties" herein in relation to any Representative shall mean the Secured Parties that such Representative represents.

"Secured Party Group" means the ABL Secured Parties, the Receivables Secured Parties or the Term Debt Secured Parties. Any reference to "its Secured Party Group" herein in relation to any Representative shall mean the Secured Party Group that such Representative represents.

"Security Documents" means, collectively, the ABL Security Documents, the Receivables Security Documents and the Term Debt Security Documents.

"Sellers" has the meaning set forth in Section 8.2.

"Senior ABL/Term Security Documents" shall mean with respect to the ABL Secured Parties and the Term Debt Secured Parties, the Security Documents that secure the ABL Obligations or the Term Debt Obligations, as applicable.

"Senior Collateral" shall mean with respect to any Senior Secured Party, any Collateral on which it has a Senior Lien.

"Senior Documents" shall mean, collectively, with respect to any Senior Obligation, any provision pertaining to such Senior Obligation in any Loan Document or any other document, instrument or certificate evidencing or delivered in connection with such Senior Obligation.

"Senior Liens" shall mean (a) with respect to the ABL Priority Collateral, all Liens securing the ABL Obligations, (b) with respect to the Term Debt Priority Collateral, all Liens securing the Term Debt Obligations and (c) with respect to the Receivables Priority Collateral, all Liens securing the Receivables Obligations until the Receivables Obligations Payment Date, then all Liens securing the ABL Obligations until the ABL Obligations Payment Date and then all Liens securing the Term Debt Obligations.

"Senior Obligations" shall mean (a) with respect to any ABL Priority Collateral, all ABL Obligations, (b) with respect to any Term Debt Priority Collateral, all Term Debt Obligations and (c) with respect to all Receivables Priority Collateral, all Receivables Obligations until the Receivables Obligations Payment Date, then the ABL Obligations until the ABL Obligations Payment Date and then the Term Debt Obligations.

"Senior Obligations Payment Date" shall mean (a) with respect to ABL Obligations, the ABL Obligations Payment Date, (b) with respect to any Term Debt Obligations, the Term Debt Obligations Payment

Date and (c) with respect to any Receivables Obligations, the Receivables Obligations Payment Date.

"Senior Representative" shall mean (a) with respect to any ABL Priority Collateral, the ABL Representative, (b) with respect to any Term Debt Priority Collateral, the Term Debt Representative and (c) with respect to any Receivables Priority Collateral, the Receivables Representative until the Receivables Obligations Payment Date and then the ABL Representative.

"Senior Secured Notes" means the senior secured notes of Borrower issued and sold on or after the "Issue Date" (as defined in the Senior Secured Notes Agreement) pursuant to the Senior Secured Notes Documents and any exchange notes issued in exchange therefor, in each case, pursuant to the Senior Secured Notes Agreement.

"Senior Secured Notes Agreement" means the collective reference to (a) the Existing Senior Secured Notes Agreement, (b) any Additional Senior Secured Notes Agreement and (c) any other credit agreement, loan agreement, note agreement, promissory note, indenture or other agreement or instrument evidencing or governing the terms of any indebtedness or other financial accommodation that has at any time been incurred to extend, replace, refinance or refund in whole or in part the indebtedness and other obligations outstanding under the Existing Senior Secured Notes Agreement, any Additional Senior Secured Notes Agreement or any other agreement or instrument referred to in this clause (c) (a "Replacement Senior Secured Notes Agreement" unless such agreement or instrument expressly provides that it is not intended to be and is not a Senior Secured Notes Agreement hereunder). Any reference to the Senior Secured Notes Agreement hereunder shall be deemed a reference to any Senior Secured Notes Agreement then extant.

"Senior Secured Notes Documents" means the Senior Secured Notes Agreement, the Senior Secured Notes Security Documents, the purchase agreement among Borrower, the guarantors party thereto, and the initial purchasers thereunder with respect to the Senior Secured Notes and all other agreements, instruments and other documents (including collateral documents with respect thereto) pursuant to which the Senior Secured Notes have been or will be issued or otherwise setting forth the terms of the Senior Secured Notes.

"Senior Secured Notes Obligations" means (a) all principal of and interest (including without limitation any Post-Petition Interest) and premium (if any) on all indebtedness under the Senior Secured Notes Agreement or any Term Debt DIP Financing by the Senior Secured Notes Secured Parties, and (b) all guarantee obligations, indemnities, fees, expenses and other amounts payable from time to time pursuant to the Senior Secured Notes Documents, in each case whether or not allowed or allowable in an Insolvency Proceeding. To the extent any payment with respect to any Senior Secured Notes Obligation (whether by or on behalf of any Loan Party, as Proceeds of security, enforcement of any right of setoff or otherwise) is declared to be a fraudulent conveyance or a preference in any respect, set aside or required to be paid to a debtor in possession, any Secured Party, receiver or similar Person, then the obligation or part thereof originally intended to be satisfied shall, for the purposes of this Agreement and the rights and obligations of the Secured Parties hereunder, be deemed to be reinstated and outstanding as if such payment had not occurred.

"Senior Secured Notes Obligations Payment Date" means the first date on which (a) the Senior Secured Notes Obligations (other than those that constitute Unasserted Contingent Obligations) have been indefeasibly paid in cash in full, (b) all commitments to extend credit under the Senior Secured Notes Documents have been terminated, (c) so long as the ABL Obligations Payment Date shall not have occurred, the Term Debt Representative has delivered a written notice to the ABL Representative stating that the events described in clauses (a) and (b) have occurred to the satisfaction of the Senior Secured Notes Secured Parties, and (d) so long as the Receivables Obligations Payment Date shall not have occurred, the Term Debt

Representative has delivered a written notice to the Receivables Representative stating that the events described in clauses (a) and (b) have occurred to the satisfaction of the Senior Secured Note Secured Parties.

"Senior Secured Notes Secured Parties" means the Term Debt Secured Parties holding Senior Secured Notes Obligations.

"Senior Secured Notes Security Documents" means the Term Debt Security Agreement, the other "Collateral Documents" as defined in the Senior Secured Notes Agreements and any documents that are designated under the Senior Secured Notes Agreement as "Collateral Documents" for purposes of this Agreement.

"Senior Secured Parties" shall mean (a) with respect to the ABL Priority Collateral, all ABL Secured Parties, (b) with respect to the Term Debt Priority Collateral, all Term Debt Secured Parties and (c) with respect to the Receivables Priority Collateral, the Receivables Secured Parties until the Receivables Obligations Payment Date and then the ABL Secured Parties.

"Senior Security Documents" shall mean with respect to any Senior Secured Party, the Security Documents that secure the Senior Obligations.

"Swap Obligations" means, with respect to any Loan Party, any obligations of such Loan Party owed to any ABL Creditor (or any of its affiliates) in respect of any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions or any and all cancellations, buy backs, reversals, terminations or assignments of any these transactions.

"Term Debt Agreement" means the collective reference to (a) the Term Loan Agreement and (b) the Senior Secured Notes Agreement.

"Term Debt DIP Financing" has the meaning set forth in Section 5.2(b).

"Term Debt Documents" means each Senior Secured Notes Document and Term Loan Document.

"Term Debt Intercreditor Agreement" means the Intercreditor and Collateral Agency Agreement dated July 2, 2009 among the Loan Parties, U.S Bank, as collateral agent, U.S. Bank as trustee for the Senior Secured Notes and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland", New York Branch, as administrative agent under the Existing Term Loan Agreement.

"Term Debt Lien" means any Lien created by the Term Debt Security Documents.

"Term Debt Obligations" means the Senior Secured Notes Obligations and the Term Loan Obligations.

"Term Debt Obligations Payment Date" means the first date on which (a) Senior Secured Notes Obligations Payment Date and (b) the Term Loan Obligations Payment Date have occurred.

"Term Debt Priority Collateral" means all Collateral other than the ABL Priority Collateral and the Receivables Priority Collateral; provided, however, "Term Debt Priority Collateral" shall not include Proceeds from the disposition of any Term Debt Priority Collateral to the extent such Proceeds are not required to be deposited in the Non-ABL Collateral Account or not required to be applied to the mandatory prepayment or repurchase of the Term Debt Obligations pursuant to the Term Debt Documents, unless such Proceeds arise from a disposition of Term Debt Priority Collateral resulting from Enforcement Action taken by the Term Debt Secured Parties permitted by this Agreement. If such Proceeds are required to be deposited in the Non-ABL Collateral Account or are required to be applied to the mandatory prepayment or repurchase of the Term Debt Obligations or arise from a disposition of Term Debt Priority Collateral resulting from an Enforcement Action, such Proceeds shall not be included in the ABL Priority Collateral nor the Receivables Priority Collateral (notwithstanding anything in the definition thereof to the contrary, including anything in the definition of Accounts to the contrary) and shall be Term Debt Priority Collateral. With respect to Proceeds deposited in the Non-ABL Collateral Account only, such Proceeds shall be Term Debt Priority Collateral until such time as the use of such Proceeds is no longer restricted by the Term Debt Documents unless they have been applied to the payment of the Term Debt Obligations.

"Term Debt Representative" has the meaning set forth in the introductory paragraph hereof. The Term Debt Representative shall be the Person identified as the "Collateral Agent" in the Term Debt Intercreditor Agreement.

"Term Debt Secured Parties" means the "Secured Parties" as defined under the Term Debt Security Agreement.

"Term Debt Security Agreement" means the Pledge and Security Agreement entered into as of July 2, 2009 by and between Borrower, and the other Persons listed on the signature pages thereof, as guarantors, and U.S. Bank, in its capacity as collateral agent for the secured parties.

"Term Debt Security Documents" means the Senior Secured Notes Security Documents and the Term Loan Security Documents.

"Term Loan Agreement" means the collective reference to (a) the Existing Term Loan Agreement, (b) any Additional Term Loan Agreement and (c) any other credit agreement, loan agreement, note agreement, promissory note, indenture or other agreement or instrument evidencing or governing the terms of any indebtedness or other financial accommodation that has at any time been incurred to extend, replace, refinance or refund in whole or in part the indebtedness and other obligations outstanding under the Existing Term Loan Agreement, any Additional Term Loan Agreement or any other agreement or instrument referred to in this clause (c) (a "Replacement Term Loan Agreement" unless such agreement or instrument expressly provides that it is not intended to be and is not a Term Loan Agreement hereunder). Any reference to the Term Loan Agreement hereunder shall be deemed a reference to any Term Loan Agreement then extant.

"Term Loan Documents" means each Term Loan Agreement, each Term Loan Security Document, each Term Loan Guarantee and each other "Loan Document" as defined in the Term Loan Agreement.

"Term Loan Guarantee" means any guarantee by any Loan Party of any or all of the Term Loan Obligations.

"Term Loan Obligations" means (a) all principal of and interest (including without limitation any

Post-Petition Interest), prepayment penalty and premium (if any) on all indebtedness under the Term Loan Agreement or any Term Debt DIP Financing by the Term Loan Secured Parties, and (b) all guarantee obligations, indemnities, fees, expenses and other amounts payable from time to time pursuant to the Term Loan Documents, in each case whether or not allowed or allowable in an Insolvency Proceeding. To the extent any payment with respect to any Term Loan Obligation (whether by or on behalf of any Loan Party, as Proceeds of security, enforcement of any right of setoff or otherwise) is declared to be a fraudulent conveyance or a preference in any respect, set aside or required to be paid to a debtor in possession, any Secured Party, receiver or similar Person, then the obligation or part thereof originally intended to be satisfied shall, for the purposes of this Agreement and the rights and obligations of the Secured Parties hereunder, be deemed to be reinstated and outstanding as if such payment had not occurred.

"Term Loan Obligations Payment Date" means the first date on which (a) the Term Loan Obligations (other than those that constitute Unasserted Contingent Obligations) have been indefeasibly paid in cash or cash collateralized in full, (b) all commitments to extend credit under the Term Loan Documents have been terminated, (c) so long as the ABL Obligations Payment Date shall not have occurred, the Term Debt Representative has delivered a written notice to the ABL Representative stating that the events described in clauses (a) and (b) have occurred to the satisfaction of the Term Loan Secured Parties, and (d) so long as the Receivables Obligations Payment Date shall not have occurred, the Term Debt Representative has delivered a written notice to the Receivables Representative stating that the events described in clauses (a) and (b) have occurred to the satisfaction of the Term Loan Secured Parties.

"Term Loan Secured Parties" means the Term Debt Secured Parties holding Term Loan Obligations.

"Term Loan Security Documents" means the Term Debt Security Agreement, all other "Collateral Documents" as defined in the Term Loan Agreement and any documents that are designated under the Term Loan Agreement as "Term Loan Security Documents" for purposes of this Agreement.

"Trademarks" means with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, trade styles, brand names, corporate names, business names, domain names, logos and other source or business identifiers and the registrations and applications for registration thereof, all common-law rights related thereto, and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Unasserted Contingent Obligations" shall mean, at any time, ABL Obligations, Receivables Obligations or Term Debt Obligations, as applicable, for taxes, costs, indemnifications, reimbursements, damages and other liabilities at such time excluding: (a) the principal of, and interest and premium (if any) on, and fees and expenses relating to, any ABL Obligation, Receivables Obligations or Term Debt Obligation, as applicable, (b) with respect to ABL Obligations and the Receivables Obligations, contingent reimbursement obligations in respect of amounts that may be drawn under outstanding letters of credit in respect of which no assertion of liability (whether oral or written) and no claim or demand for payment (whether oral or written) has been made and (c), in the case of ABL Obligations, Receivables Obligations or Term Debt Obligations, as applicable, for indemnifications for which no notice for indemnification has been issued by the indemnitee.

"Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect from time to time in the applicable jurisdiction.

"U.S. Bank" has the meaning set forth in the introductory paragraph hereof.

1.3 Rules of Construction. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 2. *Lien Priority.*

2.1 Lien Subordination. Notwithstanding the date, manner or order of grant, attachment or perfection of any Junior Lien in respect of any Collateral or of any Senior Lien in respect of any Collateral and notwithstanding any provision of the UCC, any applicable law, any Security Document, any alleged or actual defect or deficiency in any of the foregoing or any other circumstance whatsoever, each Junior Representative, on behalf of each Junior Secured Party, in respect of such Collateral hereby agrees that:

(a) any Senior Lien in respect of such Collateral, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be and shall remain senior and prior to any Junior Lien in respect of such Collateral (whether or not such Senior Lien is subordinated to any Lien securing any other obligation); and

(b) any Junior Lien in respect of such Collateral, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to any Senior Lien in respect of such Collateral.

2.2 Prohibition on Contesting Liens. In respect of any Collateral, each Junior Representative, on behalf of each Junior Secured Party, agrees that it shall not, and hereby waives any right to:

(a) contest, or support any other Person in contesting, in any proceeding (including any Insolvency Proceeding), the priority, validity or enforceability of any Senior Lien on such Collateral; or

(b) demand, request, plead or otherwise assert or claim the benefit of any marshalling, appraisal, valuation or similar right which it may have in respect of such Collateral or the Senior Liens on such Collateral, except to the extent that such rights are expressly granted in this Agreement.

2.3 Nature of Obligations.

(a) ABL Obligations. The Term Debt Representative on behalf of itself and the other Term Debt Secured Parties, the Receivables Buyer and the Receivables Representative (on behalf of itself and the other Receivables Secured Parties that the Receivables Representative represents) each acknowledge that a portion of the ABL Obligations represents debt that is revolving in nature and that the amount thereof that may be outstanding at any time or from time to time may be increased, reduced or repaid and subsequently reborrowed, and that the terms of the ABL Obligations and any ABL Agreement or any provision thereof may be waived, modified, extended, amended, restated or supplemented from time to time, and that the aggregate amount of the ABL Obligations may be increased, replaced or refinanced, in each event, without notice to or consent by the Term Debt Secured Parties or Receivables Secured Parties and without affecting the provisions hereof.

(b) Term Debt Obligations. The ABL Representative on behalf of itself and the other ABL Secured Parties, the Receivables Buyer and the Receivables Representative (on behalf of itself and the other Receivables Secured Parties that the Receivables Representative represents) each acknowledge that Term Debt Obligations may be replaced or refinanced and the amount of any Term Debt Obligations may be increased, reduced, or repaid, and any Term Debt Document or any provision thereof may be waived, modified, extended, amended, restated or supplemented from time to time, and that the aggregate amount of the Term Debt Obligations may be increased, replaced or refinanced, in each event, without notice to or consent by the ABL Secured Parties or Receivables Secured Parties and without affecting the provisions hereof.

(c) Receivables Obligations. The Term Debt Representative on behalf of itself and the other Term Debt Secured Parties and the ABL Representative on behalf of itself and the other ABL Secured Parties each acknowledge and agree that the sales of the Receivables Assets by the Originators to the Receivables Buyer pursuant to the Receivables Sale Agreement are intended on being treated as true and absolute sales by the Originators and purchases by the Receivables Buyer and not as loans. However, to the extent the amounts paid to the Originators pursuant to the Receivables Sale Agreement are deemed to be loans, a portion of the Receivables Obligations may represent debt that is revolving in nature. In addition, the amount of the Receivables Obligations may be outstanding at any time or from time to time may be increased, reduced or repaid and subsequently re-advanced. The terms of the Receivables Obligations, the Credit and Security Agreement and any Receivables Sale Agreement or any provision thereof may be waived, modified, extended, amended, restated or supplemented from time to time and the aggregate amount of the Receivables Obligations may be increased, replaced or refinanced, in each event, without notice to or consent by the Term Debt Secured Parties or the ABL Secured Parties and without affecting the provisions hereof.

(d) No Modification of Lien Priorities. The Lien Priorities provided in Section 2.1 shall not be altered or otherwise affected by any such amendment, modification, supplement, extension, repayment, reborrowing, increase, replacement, renewal, restatement or refinancing of either the ABL Obligations, the Term Debt Obligations or the Receivables Obligations, or any portion thereof.

2.4 No New Liens. (i) Term Debt Secured Parties. Until the ABL Obligations Payment Date, no Term Debt Secured Party shall acquire or hold any Lien on any assets of any Loan Party securing any Term Debt Obligation which assets are not also subject to the Lien of the ABL Representative under the ABL Documents, subject to the Lien Priority set forth herein. If any Term Debt Secured Party shall (nonetheless and in breach hereof) acquire or hold any Lien on any assets of any Loan Party securing any Term Debt Obligation which assets are not also subject to the Lien of the ABL Representative under the

ABL Documents, subject to the Lien Priority set forth herein, then the Term Debt Representative (or the relevant Term Debt Secured Party) shall, without the need for any further consent of any other Term Debt Secured Party and notwithstanding anything to the contrary in any other Term Debt Document be deemed to also hold and have held such lien for the benefit of the ABL Representative as security for the ABL Obligations (subject to the Lien Priority and other terms hereof) and shall promptly notify the ABL Representative in writing of the existence of such Lien.

(b) ABL Secured Parties. Until the Term Debt Obligations Payment Date, no ABL Secured Party shall acquire or hold any Lien on any assets of any Loan Party securing any ABL Obligation which assets are not also subject to a Lien under the Term Debt Documents, subject to the Lien Priority set forth herein. If any ABL Secured Party shall (nonetheless and in breach hereof) acquire or hold any Lien on any assets of any Loan Party securing any ABL Obligation which assets are not also subject to a Lien under the Term Debt Documents, subject to the Lien Priority set forth herein, then the ABL Representative (or the relevant ABL Secured Party) shall, without the need for any further consent of any other ABL Secured Party and notwithstanding anything to the contrary in any other ABL Document be deemed to also hold and have held such lien for the benefit of the Term Debt Representative as security for the Term Debt Obligations (subject to the Lien Priority and other terms hereof) and shall promptly notify the Term Debt Representative in writing of the existence of such Lien.

(c) Receivables Secured Parties. Until the Term Debt Obligations Payment Date and the ABL Obligations Payment Date, no Receivables Secured Party shall acquire or hold any Lien on any assets of any Loan Party securing any Receivables Obligation except for the Receivables Assets. If any Receivables Secured Party shall (nonetheless and in breach hereof) acquire or hold any Lien on any assets of any Loan Party securing any Receivables Obligation other than the Receivables Assets which are not also subject to a Lien under the Term Debt Documents and the ABL Documents, subject to the Lien Priority set forth herein, then the Receivables Buyer shall, without the need for any further consent of any other Secured Party and notwithstanding anything to the contrary in any other ABL Document or Term Debt Document be deemed to also hold and have held such lien for the benefit of the Term Debt Representative as security for the Term Debt Obligations and the ABL Representative as security for the ABL Obligations (subject to the Lien Priority and other terms hereof) and shall promptly notify the Term Debt Representative and the ABL Representative in writing of the existence of such Lien.

2.5 Separate Grants of Security and Separate Classification. Each Secured Party acknowledges and agrees that (i) the grants of Liens pursuant to the ABL Security Documents, the Receivables Documents and the Term Debt Security Documents constitute separate and distinct grants of Liens and (ii) because of, among other things, their differing rights in the Collateral, the Term Debt Obligations, ABL Obligations and the Receivables Obligations are fundamentally different from one another and should be separately classified in any plan of reorganization proposed or adopted in an Insolvency Proceeding. To further effectuate the intent of the parties as provided in the immediately preceding sentence, if it is held that the claims of the ABL Secured Parties, Receivables Secured Parties and the Term Debt Secured Parties in respect of the Collateral constitute claims in the same class (rather than separate classes of senior and junior secured claims), then the ABL Secured Parties, Receivables Secured Parties and the Term Debt Secured Parties hereby acknowledge and agree that all distributions shall be made as if there were separate classes of ABL Obligation claims, Receivables Obligation claims and Term Debt Obligation claims against the Loan Parties (with the effect being that, to the extent that the aggregate value of the ABL Priority Collateral, Receivables Priority Collateral or Term Debt Priority Collateral is sufficient (for this purpose ignoring all claims held by the other Secured Parties), the ABL Secured Parties, Receivables Secured Parties or the Term Debt Secured Parties, respectively, shall be entitled to receive, in addition to amounts distributed to them in respect of principal,

pre-petition interest and other claims, all amounts owing in respect of Post-Petition Interest that are available from each pool of Priority Collateral for each of the ABL Secured Parties, Receivables Secured Parties and the Term Debt Secured Parties, respectively, before any distribution is made in respect of the claims held by the other Secured Parties, with the other Secured Parties hereby acknowledging and agreeing to turn over to the respective other Secured Parties amounts otherwise received or receivable by them to the extent necessary to effectuate the intent of this sentence, even if such turnover has the effect of reducing the aggregate recoveries.

2.6 Agreements Regarding Actions to Perfect Liens. (i) The ABL Representative agrees on behalf of itself and the other ABL Secured Parties that all mortgages, deeds of trust, deeds and similar instruments (collectively, "mortgages") now or hereafter filed against Real Property in favor of or for the benefit of the ABL Representative shall contain the following notation: "The lien created by this mortgage on the property described herein is junior and subordinate to the lien on such property created by any mortgage, deed of trust or similar instrument now or hereafter granted to U.S. Bank National Association, as Term Debt Representative, in accordance with the provisions of the Intercreditor Agreement dated as of July 2, 2009, as amended from time to time."

(b) Each Representative hereby acknowledges that, to the extent that it holds, or a third party holds on its behalf, physical possession of or "control" (as defined in the Uniform Commercial Code) over Collateral pursuant to its applicable Loan Documents, with respect to the Receivables Buyer, the Receivables Sale Agreement or with respect to the Receivables Representative, the Credit and Security Agreement, such possession or control is also for the benefit of the other Secured Parties who have a Lien thereon, solely to the extent required to perfect their security interest in such Collateral. Nothing in the preceding sentence shall be construed to impose any duty on any Representative (or any third party acting on either such Person's behalf) with respect to such Collateral or provide any Representative or any other Secured Party, with any rights with respect to such Collateral beyond those specified in this Agreement and the applicable Loan Documents, the Receivables Sale Agreement or Credit and Security Agreement to which each is a party, provided that:

(i) subsequent to the occurrence of the ABL Obligations Payment Date (so long as the Term Debt Obligations Payment Date shall not have occurred), the ABL Representative shall (A) deliver to the Term Debt Representative, at the Loan Parties' sole cost and expense, the Collateral in its possession or control together with any necessary endorsements to the extent required by the Term Debt Documents or (B) direct and deliver such Collateral as a court of competent jurisdiction otherwise directs;

(ii) subsequent to the occurrence of the Term Debt Obligations Payment Date (so long as the ABL Obligations Payment Date shall not have occurred), the Term Debt Representative shall (A) deliver to the ABL Representative, at the Loan Parties' sole cost and expense, the Collateral in its possession or control together with any necessary endorsements to the extent required by the ABL Documents or (B) direct and deliver such Collateral as a court of competent jurisdiction otherwise directs; and

(iii) subsequent to the occurrence of the Receivables Obligations Payment Date (so long as the ABL Obligations Payment Date shall not have occurred), the Receivables Representative shall (A) deliver to the ABL Representative, at the Loan Parties' sole cost and expense, the Collateral in its possession or control together with any necessary endorsements to the extent required by the Receivables Documents, (B) if the ABL Obligations Payment Date shall have occurred and the Term

Debt Obligations Payment Date shall not have occurred, deliver to the Term Debt Representative, at the Loan Parties' sole cost and expense, the Collateral in its possession or control together with any necessary endorsements to the extent required by the Receivables Documents or (C) direct and deliver such Collateral as a court of competent jurisdiction otherwise directs;

provided, further, that (i) prior to the occurrence of the Term Debt Obligations Payment Date, upon the request of the Term Debt Representative or the Company, the ABL Representative, Receivables Representative and the Receivables Buyer shall turn over to the Term Debt Representative any Term Debt Priority Collateral of which it has physical possession, (ii) prior to the occurrence of the ABL Obligations Payment Date, upon the request of the ABL Representative or the Company, the Term Debt Representative, Receivables Representative and the Receivables Buyer shall turn over to the ABL Representative any ABL Priority Collateral of which it has physical possession; and (iii) prior to the occurrence of the Receivables Obligations Payment Date, upon the request of the Receivables Buyer, the Receivables Representative or the Company, the Term Debt Representative and the ABL Representative shall turn over to the Receivables Representative any Receivables Assets or Receivables Priority Collateral of which it has physical possession.

The provisions of this Agreement are intended solely to govern the respective Lien priorities as among the Secured Parties and shall not impose on any Secured Parties any obligations in respect of the disposition of any Collateral (or any proceeds thereof) that would conflict with prior perfected Liens or any claims thereon in favor of any other Person that is not a Secured Party.

SECTION 3. *Enforcement Rights.*

3.1 Exclusive Enforcement. Until the Senior Obligations Payment Date has occurred, whether or not an Insolvency Proceeding has been commenced by or against any Loan Party, the Senior Secured Parties shall have the exclusive right to take and continue any Enforcement Action (including the right to credit bid their debt) with respect to the Senior Collateral, without any consultation with or consent of any Junior Secured Party, but subject to the proviso set forth in Section 5.1. Upon the occurrence and during the continuance of a default or an event of default under the Senior Documents, the Senior Representative and the other Senior Secured Parties may take and continue any Enforcement Action with respect to the Senior Obligations and the Senior Collateral in such order and manner as they may determine in their sole discretion in accordance with the terms and conditions of the Senior Documents.

3.2 Standstill and Waivers. Each Junior Representative, on behalf of itself and the other Junior Secured Parties, agrees that, until the Senior Obligations Payment Date has occurred, but subject to the proviso set forth in Section 5.1:

(i) they will not take or cause to be taken any action, the purpose or effect of which is to make any Lien on any Senior Collateral that secures any Junior Obligation pari passu with or senior to, or to give any Junior Secured Party any preference or priority relative to, the Liens on the Senior Collateral securing the Senior Obligations;

(ii) they will not contest, oppose, object to, interfere with, hinder or delay, in any manner, whether by judicial proceedings (including without limitation the filing of an Insolvency Proceeding) or otherwise, any foreclosure, sale, lease, exchange, transfer or other disposition of the Senior Collateral by any Senior Secured Party or any other Enforcement Action taken (or any forbearance from taking any Enforcement Action) in respect of the Senior Collateral by or on behalf of any Senior

Secured Party;

(iii) they have no right to (x) direct either the Senior Representative or any other Senior Secured Party to exercise any right, remedy or power with respect to the Senior Collateral or pursuant to the Senior Security Documents in respect of the Senior Collateral or (y) consent or object to the exercise by the Senior Representative or any other Senior Secured Party of any right, remedy or power with respect to the Senior Collateral or pursuant to the Senior Security Documents with respect to the Senior Collateral or to the timing or manner in which any such right is exercised or not exercised (or, to the extent they may have any such right described in this clause (iii), whether as a junior lien creditor in respect of the Senior Collateral or otherwise, they hereby irrevocably waive such right);

(iv) they will not institute any suit or other proceeding or assert in any suit, Insolvency Proceeding or other proceeding any claim against any Senior Secured Party seeking damages from or other relief by way of specific performance, instructions or otherwise, with respect to, and no Senior Secured Party shall be liable for, any action taken or omitted to be taken by any Senior Secured Party with respect to the Senior Collateral or pursuant to the Senior Documents in respect of the Senior Collateral;

(v) they will not commence judicial or nonjudicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of any Senior Collateral, exercise any right, remedy or power with respect to, or otherwise take any action to enforce their interest in or realize upon, the Senior Collateral; and

(vi) they will not seek, and hereby waive any right, to have the Senior Collateral or any part thereof marshaled upon any foreclosure or other disposition of the Senior Collateral.

3.3 Judgment Creditors. In the event that any Secured Party becomes a judgment lien creditor in respect of Collateral as a result of its enforcement of its rights as an unsecured creditor, such judgment lien shall be subject to the terms of this Agreement for all purposes to the same extent as all other Liens securing its Obligations are subject to the terms of this Agreement.

3.4 Cooperation; Sharing of Information and Access.

(a) Cooperation. Each Representative, on behalf of itself and its Secured Parties, agrees that each of them shall take such actions as any other Representative (the "requesting Representative") shall request in connection with the exercise by such requesting Representative of its rights set forth herein in respect of their Senior Collateral.

(b) Sharing of Information, Books and Records. In the event that a Representative (a "first Representative") or one of its Secured Parties shall, in the exercise of its rights under the Loan Documents or the Receivables Sale Agreement (or with respect to the Receivables Representative, the Credit and Security Agreement) or otherwise, receive possession or control of any books and records of any Loan Party which contain information identifying or pertaining to any other Representative, such other Representative's Secured Parties, or the Senior Collateral of such other Representative, the first Representative shall promptly notify the other applicable Representative of such fact and, upon request from such other Representative and as promptly as practicable thereafter, either make available to the such Representative such books and records for inspection and duplication or provide to the such Representative copies thereof.

(c) Grant of License in Intellectual Property. The ABL Representative hereby irrevocably grants the Term Debt Representative a non-exclusive worldwide license or right to use, to the maximum extent permitted by applicable law and to the extent of the ABL Representative's interest therein, exercisable without payment of royalty or other compensation, to use any of the Intellectual Property now or hereafter owned by, licensed to, or otherwise used by the Loan Parties in order for the Term Debt Representative and Term Debt Secured Parties to purchase, use, market, repossess, possess, store, assemble, manufacture, process, sell, transfer, distribute or otherwise dispose of any asset included in the Term Debt Priority Collateral in connection with the liquidation, disposition or realization upon the Term Debt Priority Collateral in accordance with the terms and conditions of the Term Debt Security Documents and the other Term Debt Documents. The ABL Representative hereby irrevocably grants the Receivables Buyer a non-exclusive worldwide license or right to use, to the maximum extent permitted by applicable law and to the extent of the ABL Representative's interest therein, exercisable without payment of royalty or other compensation, to use any of the Intellectual Property now or hereafter owned by, licensed to, or otherwise used by the Loan Parties in order for the Receivables Buyer and other Receivables Secured Parties to purchase, use, market, repossess, possess, store, assemble, manufacture, process, sell, transfer, distribute or otherwise dispose of any asset included in the Receivables Priority Collateral in connection with the liquidation, disposition or realization upon the Receivables Priority Collateral in accordance with the terms and conditions of the Receivables Documents. The ABL Representative agrees that any sale, transfer or other disposition of any of the Loan Parties' Intellectual Property (whether by foreclosure or otherwise) will be subject to the other Secured Party's rights as set forth in this Section 3.4(c).

(d) Access Rights. If the Term Debt Representative, or any agent or representative thereof, or any receiver, shall, after the commencement of any Enforcement Action, obtain possession or physical control of any of the Term Debt Priority Collateral, the Term Debt Representative shall promptly notify the other Representatives in writing of that fact, and each of the other Representatives shall, within ten Business Days thereafter, notify the Term Debt Representative in writing as to whether it desires to exercise access rights under this Agreement. In addition, if a Representative or any agent or representative of a Representative or any receiver, shall obtain possession or physical control of any of the Term Debt Priority Collateral in connection with an Enforcement Action, then such Representative shall promptly notify the Term Debt Representative that it is exercising its access rights under this Agreement and its rights under Section 3.4 under either circumstance. Upon delivery of such notice by a Representative to the Term Debt Representative, the applicable Representative and the Term Debt Representative shall confer in good faith to coordinate with respect to the such Representative's exercise of such access rights, with such access rights to apply to any parcel or item of Term Debt Priority Collateral access to which is reasonably necessary to enable: (i) the ABL Representative during normal business hours to convert ABL Priority Collateral consisting of raw materials and work-in-process into saleable finished goods and/or to transport such ABL Priority Collateral to a point where such conversion can occur, to otherwise prepare ABL Priority Collateral for sale and/or to arrange or effect the sale of ABL Priority Collateral, all in accordance with the manner in which such matters are completed in the ordinary course of business and (ii) the Receivables Buyer, the Receivables Representative and the other Receivables Secured Parties during normal business hours to prepare Receivables Priority Collateral for sale and/or to arrange or effect the sale or collection of Receivables Priority Collateral, all in accordance with the manner in which such matters are completed in the ordinary course of business. Consistent with the definition of "Access Period," access rights will apply to differing parcels or items of Term Debt Priority Collateral at differing times and different Representatives, in which case, a differing Access Period will apply to each such parcel, items and Representative. During any pertinent Access Period, the applicable Representative and its agents, representatives and designees shall have an irrevocable, non-exclusive right to have access to, and a rent-free right to use, the relevant parcel or item the Term Debt Priority Collateral for the purposes described above. Each Representative granted access shall take proper and reasonable care under the circumstances of any Term Debt Priority Collateral that is used

by such Representative during the Access Period and repair and replace any damage (ordinary wear-and-tear excepted) caused by such Representative or its agents, representatives or designees and each Representative granted access shall comply with all applicable laws in all material respects in connection with its use or occupancy or possession of the Term Debt Priority Collateral. Any Representative granted access to the Term Debt Priority Collateral shall indemnify and hold harmless the Term Debt Representative and the Term Debt Secured Parties for any injury or damage to Persons or property (ordinary wear-and-tear excepted) caused by the acts or omissions of Persons under its control; provided, however, that no such Representative will be liable for any diminution in the value of Term Debt Priority Collateral caused by the absence of their Senior Collateral therefrom. Each Representative shall cooperate and use reasonable efforts to ensure that their activities during the Access Period as described above do not interfere materially with the activities of the other as described above, including the right of Term Debt Representative to show the Term Debt Priority Collateral to prospective purchasers and to ready the Term Debt Priority Collateral for sale. Consistent with the definition of the term "Access Period," if any order or injunction is issued or stay is granted or is otherwise effective by operation of law that prohibits a Representative from exercising any of its rights hereunder, then the Access Period granted to such Representative under this Section 3.4 shall be stayed during the period of such prohibition and shall continue thereafter for the number of days remaining as required under this Section 3.4. The Term Debt Representative shall not foreclose or otherwise sell, remove or dispose of any of the Term Debt Priority Collateral during the Access Period with respect to such Collateral if such Collateral is reasonably necessary to enable another Representative to convert, transport or arrange to sell it Senior Collateral as described above.

3.5 No Additional Rights For the Loan Parties Hereunder. Except as provided in Section 3.6 hereof, if any Secured Party shall enforce its rights or remedies in violation of the terms of this Agreement, no Loan Party shall be entitled to use such violation as a defense to any action by any Secured Party, nor to assert such violation as a counterclaim or basis for set off or recoupment against any Secured Party.

3.6 Actions Upon Breach. (i) If any Secured Party, contrary to this Agreement, commences or participates in any action or proceeding against any Loan Party or the Collateral, such Loan Party, with the prior written consent of the Representatives of the other Secured Parties, may interpose as a defense or dilatory plea the making of this Agreement, and any such other Secured Party may intervene and interpose such defense or plea in its or their name or in the name of such Loan Party.

(b) Should any Secured Party (a "breaching Secured Party"), contrary to this Agreement, in any way take, attempt to or threaten to take any action with respect to the Collateral (including, without limitation, any attempt to realize upon or enforce any remedy with respect to this Agreement), or fail to take any action required by this Agreement, any other Secured Party (in its own name or in the name of the relevant Loan Party), as applicable, or the relevant Loan Party, may obtain relief against such breaching Secured Party by injunction, specific performance and/or other appropriate equitable relief, it being understood and agreed by each Representative on behalf of its Secured Parties that (i) the other Secured Parties' damages from the breaching Secured Party's actions may at that time be difficult to ascertain and may be irreparable and (ii) each breaching Secured Party waives any defense that the Loan Parties and/or any other Secured Parties cannot demonstrate damage and/or be made whole by the awarding of damages.

SECTION 4. *Application of Proceeds of Senior Collateral; Dispositions and Releases of Lien; Notices and Insurance.*

4.1 Application of Proceeds.

(a) Application of Proceeds of Senior Collateral. The Senior Representative and Junior Representative hereby agree that all Senior Collateral, and all Proceeds thereof, received by either of them in connection with the collection, sale or disposition of Senior Collateral shall be applied:

first, to the payment of costs and expenses (including reasonable attorneys fees and expenses and court costs) of the Senior Representative in connection with such Enforcement Action,

second, to the payment of the Senior Obligations in accordance with the Senior Documents until the Senior Obligations Payment Date,

third, to the payment of the Junior Obligations in accordance with the Junior Documents, and

fourth, the balance, if any, to the Loan Parties or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

All Proceeds of any sale of a Loan Party as a whole, or substantially all of the assets of any Loan Party where the consideration received is not allocated by type of asset, in connection with or resulting from any Enforcement Action, and whether or not pursuant to an Insolvency Proceeding, shall be distributed as follows under clause "second" above: first, to the Receivables Representative for application to the Receivables Obligations in accordance with the terms of the Receivables Documents and the Credit and Security Agreement, up to the amount of the book value of the Receivables Priority Collateral disposed of in such sale and to the ABL Representative for application to the ABL Obligations in accordance with the terms of the ABL Documents, up to the amount of the book value of the ABL Priority Collateral disposed of in such sale or owned by such Loan Party (in the case of a sale of such Loan Party as a whole), pro rata as between the Receivables Representative and the ABL Representative based on the book value of their respective Priority Collateral and second to the Term Debt Representative for application to the Term Debt Obligations in accordance with the terms of the Term Debt Documents to the extent such Proceeds exceed the book value of the ABL Priority Collateral and the Receivables Priority Collateral.

(b) Limited Obligation or Liability. In exercising remedies, whether as a secured creditor or otherwise, the Senior Representative shall have no obligation or liability to any Junior Representative or to any Junior Secured Party, regarding the adequacy of any Proceeds or for any action or omission, save and except solely for an action or omission that breaches the express obligations undertaken by each party under the terms of this Agreement.

(c) Segregation of Collateral. Until the occurrence of the Senior Obligations Payment Date, any Senior Collateral that may be received by any Junior Secured Party in violation of this Agreement shall be segregated and held in trust and promptly paid over to the Senior Representative, for the benefit of the Senior Secured Parties, in the same form as received, with any necessary endorsements, and each Junior Secured Party hereby authorizes the Senior Representative to make any such endorsements as agent for the Junior Representative (which authorization, being coupled with an interest, is irrevocable).

4.2 Releases of Liens.

(a) ABL Priority Collateral.

(i) Upon any release, sale or disposition of ABL Priority Collateral permitted pursuant to the terms of the ABL Documents that results in the release of the ABL Lien (other than release of the ABL Lien due to the occurrence of the ABL Obligations Payment Date, and any release of the ABL Lien after the occurrence and during the continuance of any event of default under the Term Debt Agreement) on any ABL Priority Collateral, the Term Debt Lien on such ABL Priority Collateral (excluding any portion of the proceeds of such ABL Priority Collateral remaining after the ABL Obligations Payment Date occurs) shall be automatically and unconditionally released with no further consent or action of any Person so long as such release, sale or disposition of ABL Priority Collateral is permitted pursuant to the terms of the Term Debt Documents. Without limiting the generality of the foregoing, the Term Debt Representative acknowledges that all Liens in the Capital Stock of Unrestricted Subsidiaries (as defined in the ABL Documents) have been released by the ABL Representative and as a result, no Capital Stock of Unrestricted Subsidiaries is Collateral and all Term Debt Liens in such Capital Stock are hereby released.

(ii) Upon any release, sale or disposition of ABL Priority Collateral pursuant to any Enforcement Action that results in the release of the ABL Lien (other than release of the ABL Lien due to the occurrence of the ABL Obligations Payment Date) on any ABL Priority Collateral pursuant to any Enforcement Action, the Term Debt Lien on such ABL Priority Collateral (excluding any portion of the proceeds of such ABL Priority Collateral remaining after the ABL Obligations Payment Date occurs) shall be automatically and unconditionally released with no further consent or action of any Person so long as the proceeds of such ABL Priority Collateral are applied in accordance with Section 4.1(a) (with, in the case of ABL Obligations consisting of debt of a revolving nature, a corresponding permanent reduction in the commitments thereto).

(iii) The Term Debt Representative shall promptly execute and deliver such release documents and instruments and shall take such further actions as the ABL Representative shall request in writing to evidence any release of the Term Debt Lien described herein. The Term Debt Representative hereby appoints the ABL Representative and any officer or duly authorized person of the ABL Representative, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power of attorney in the place and stead of the Term Debt Representative and in the name of the Term Debt Representative or in the ABL Representative's own name, from time to time, in the ABL Representative's sole discretion, for the purposes of carrying out the terms of this Section 4.2, to take any and all appropriate action and to execute and deliver any and all documents and instruments as may be necessary or desirable to accomplish the purposes of this Section 4.2, including, without limitation, any financing statements, endorsements, assignments, releases or other documents or instruments of transfer (which appointment, being coupled with an interest, is irrevocable).

(b) Term Debt Priority Collateral.

(i) Upon any release, sale or disposition of Term Debt Priority Collateral permitted pursuant to the terms of the Term Debt Documents that results in the release of the Term Debt Lien (other than release of the Term Debt Lien due to the occurrence of the Term Debt Obligations Payment Date, and any release of the Term Debt Lien after the occurrence and during the continuance of any event of default under the ABL Agreement) on any Term Debt Priority Collateral, the ABL Lien on such Term Debt Priority Collateral (excluding any portion of the proceeds of such Term Debt Priority Collateral remaining after the Term Debt Obligations Payment Date occurs) shall be automatically and unconditionally released with no further consent or action of any Person so long as such release,

sale or disposition of Term Debt Priority Collateral is permitted pursuant to the terms of the ABL Documents.

(ii) Upon any release, sale or disposition of Term Debt Priority Collateral pursuant to any Enforcement Action that results in the release of the Term Debt Lien (other than release of the Term Debt Lien due to the occurrence of the Term Debt Obligations Payment Date) on any Term Debt Priority Collateral pursuant to any Enforcement Action, the ABL Lien on such Term Debt Priority Collateral (excluding any portion of the proceeds of such Term Debt Priority Collateral remaining after the Term Debt Obligations Payment Date occurs) shall be automatically and unconditionally released with no further consent or action of any Person so long as the proceeds of such Term Debt Priority Collateral are applied in accordance with Section 4.1(a) (with, in the case of Term Debt Obligations consisting of debt of a revolving nature, a corresponding permanent reduction in the commitments thereto).

(iii) The ABL Representative shall promptly execute and deliver such release documents and instruments and shall take such further actions as the Term Debt Representative shall request in writing to evidence any release of the ABL Lien described herein. The ABL Representative hereby appoints the Term Debt Representative and any officer or duly authorized person of the Term Debt Representative, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power of attorney in the place and stead of the ABL Representative and in the name of the ABL Representative or in the Term Debt Representative's own name, from time to time, in the Term Debt Representative's sole discretion, for the purposes of carrying out the terms of this Section 4.2, to take any and all appropriate action and to execute and deliver any and all documents and instruments as may be necessary or desirable to accomplish the purposes of this Section 4.2, including, without limitation, any financing statements, endorsements, assignments, releases or other documents or instruments of transfer (which appointment, being coupled with an interest, is irrevocable).

(c) Receivables Priority Collateral.

(i) Upon any release, sale or disposition of Receivables Priority Collateral permitted pursuant to the terms of the Receivables Documents that results in the release of the Receivables Lien (other than release of the Receivables Lien due to the occurrence of the Receivables Obligations Payment Date, and any release of the Receivables Lien after the occurrence and during the continuance of any event of termination under the Receivables Sale Agreement) on any Receivables Priority Collateral, the (A) ABL Lien on such Receivables Priority Collateral (excluding any portion of the proceeds of such Receivables Priority Collateral remaining after the Receivables Obligations Payment Date occurs) shall be automatically and unconditionally released with no further consent or action of any Person so long as such release, sale or disposition of Receivables Priority Collateral is permitted pursuant to the terms of the ABL Documents and (B) the Term Debt Lien on such Receivables Priority Collateral (excluding any portion of the proceeds of such Receivables Priority Collateral remaining after the Receivables Obligations Payment Date occurs) shall be automatically and unconditionally released with no further consent or action of any Person so long as such release, sale or disposition of Receivables Priority Collateral is permitted pursuant to the terms of the Term Debt Documents.

(ii) Upon any release, sale or disposition of Receivables Priority Collateral pursuant to any Enforcement Action that results in the release of the Receivables Lien (other than release of the

Receivables Lien due to the occurrence of the Receivables Obligations Payment Date) on any Receivables Priority Collateral pursuant to any Enforcement Action, (A) the ABL Lien on such Receivables Priority Collateral (excluding any portion of the proceeds of such Receivables Priority Collateral remaining after the Receivables Obligations Payment Date occurs) shall be automatically and unconditionally released with no further consent or action of any Person so long as the proceeds of such Receivables Priority Collateral are applied in accordance with Section 4.1(a) and (B) the Term Debt Lien on such Receivables Priority Collateral (excluding any portion of the proceeds of such Receivables Priority Collateral remaining after the Receivables Obligations Payment Date occurs) shall be automatically and unconditionally released with no further consent or action of any Person so long as the proceeds of such Receivables Priority Collateral are applied in accordance with Section 4.1(a).

(iii) The ABL Representative and the Term Debt Representative shall promptly execute and deliver such release documents and instruments and shall take such further actions as the Receivables Representative shall request in writing to evidence any release of the ABL Lien and Term Debt Liens described herein. Each of the ABL Representative and the Term Debt Representative hereby appoints the Receivables Representative and any officer or duly authorized person thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power of attorney in the place and stead of the ABL Representative and the Term Debt Representative, as applicable and in the name of the applicable Representative or in such Representative's own name, from time to time, in the Receivables Representative's sole discretion, for the purposes of carrying out the terms of this Section 4.2, to take any and all appropriate action and to execute and deliver any and all documents and instruments as may be necessary or desirable to accomplish the purposes of this Section 4.2, including, without limitation, any financing statements, endorsements, assignments, releases or other documents or instruments of transfer (which appointment, being coupled with an interest, is irrevocable).

4.3 Certain Real Property Notices; Insurance. (i) The Term Debt Representative shall give the ABL Representative at least 30 days notice prior to commencing any Enforcement Action against any Real Property owned by any Loan Party at which ABL Priority Collateral is stored or otherwise located or to dispossess any Loan Party from such Real Property.

(b) Proceeds of Collateral include insurance proceeds and therefore the Lien Priority shall govern the ultimate disposition of casualty insurance proceeds. The Representatives shall be named as additional insureds and loss payees with respect to all insurance policies relating to Collateral. The ABL Representative shall have the sole and exclusive right, as against the other Representatives, to adjust settlement of insurance claims in the event of any covered loss, theft or destruction of ABL Priority Collateral. The Term Debt Representative shall have the sole and exclusive right, as against the other Representatives, to adjust settlement of insurance claims in the event of any covered loss, theft or destruction of Term Debt Priority Collateral. The Receivables Representative shall have the sole and exclusive right, as against the other Representatives, to adjust settlement of insurance claims in the event of any covered loss, theft or destruction of Receivables Priority Collateral. All proceeds of such insurance shall be remitted to the applicable Representative and each Representative shall cooperate (if necessary) in a reasonable manner in effecting the payment of insurance proceeds in accordance with Section 4.1.

SECTION 5. *Insolvency Proceedings.*

5.1 Filing of Motions. Until the Senior Obligations Payment Date has occurred, the Junior

Representative agrees on behalf of itself and the other Junior Secured Parties that no Junior Secured Party shall, in or in connection with any Insolvency Proceeding, file any pleadings or motions, take any position at any hearing or proceeding of any nature, or otherwise take any action whatsoever, in each case in respect of any of the Senior Collateral, including, without limitation, with respect to the determination of any Liens or claims held by the Senior Representative (including the validity and enforceability thereof) or any other Senior Secured Party in respect of any Senior Collateral or the value of any claims of such parties under Section 506(a) of the Bankruptcy Code or otherwise; provided that each Junior Representative may (i) file a proof of claim in an Insolvency Proceeding, and (ii) file any necessary responsive or defensive pleadings in opposition of any motion or other pleadings made by any Person objecting to or otherwise seeking the disallowance of any Person objecting to or otherwise seeking the disallowance of the claims of the Junior Secured Parties on the Senior Collateral, subject to the limitations contained in this Agreement and only if consistent with the terms and the limitations on the Junior Representative imposed hereby.

5.2 Financing Matters.

(a) ABL DIP Financing. If any Loan Party becomes subject to any Insolvency Proceeding in the United States at any time prior to the ABL Obligations Payment Date, and if the ABL Representative or the other ABL Secured Parties desire to consent (or not object) to the use of cash collateral under the Bankruptcy Code or to provide financing to any Loan Party under the Bankruptcy Code or to consent (or not object) to the provision of such financing to any Loan Party by any third party (any such financing, "ABL DIP Financing"), then each other Representative agrees, on behalf of itself and its Secured Parties, that each such Secured Party (i) (x) will be deemed to have consented to, will raise no objection to, nor support any other Person objecting to, the use of such cash collateral or to such ABL DIP Financing on the grounds of a failure to provide "adequate protection" for such Representative's Lien on the Collateral to secure its Obligations or on any other grounds and (y) will not request any adequate protection solely as a result of such ABL DIP Financing except as set forth in Section 5.04 below and (ii) will subordinate (and will be deemed hereunder to have subordinated) its Liens on any ABL Priority Collateral (A) to such ABL DIP Financing on the same terms as the its Liens are subordinated to the ABL Liens hereunder (and such subordination will not alter in any manner the terms of this Agreement), (B) to any adequate protection provided to the ABL Secured Parties and (C) to any "carve-out" agreed to by the ABL Representative or the other ABL Secured Parties, so long as (x) the such Representative retains their Lien on the Collateral to secure the their Obligations (in each case, including Proceeds thereof arising after the commencement of the case under the Bankruptcy Code) and, as to the its Senior Collateral only, such Lien has the same priority as existed prior to the commencement of the case under the Bankruptcy Code and any Lien securing such ABL DIP Financing is junior and subordinate to the Lien of the such Representative on such Representative's Senior Collateral, (y) all Liens on ABL Priority Collateral securing any such ABL DIP Financing shall be senior to or on a parity with the Liens of the ABL Representative and the ABL Secured Parties securing the ABL Obligations on ABL Priority Collateral and (z) if the ABL Representative receives a replacement or adequate protection Lien on post-petition assets of the debtor to secure the ABL Obligations, and such replacement or adequate protection Lien is on any of the Senior Collateral of another Representative, (1) such replacement or adequate protection Lien on such post-petition assets which are part of another Representative's Senior Collateral is junior and subordinate to the Lien in favor of such Representative on such Senior Collateral and (2) the applicable Representative also receives a replacement or adequate protection Lien on such post-petition assets of the debtor to secure the its Obligations. In no event will any of the ABL Secured Parties seek to obtain a priming Lien on any of the Senior Collateral of another Secured Party Group and nothing contained herein shall be deemed to be a consent by any Secured Parties to any adequate protection payments using its Senior Collateral.

(b) Term Debt DIP Financing. If any Loan Party becomes subject to any Insolvency Proceeding in the United States at any time prior to the Term Debt Obligations Payment Date, and if the Term Debt Representative or the other Term Debt Secured Parties desire to consent (or not object) or to provide financing to any Loan Party under the Bankruptcy Code or to consent (or not object) to the provision of such financing to any Loan Party by any third party (any such financing, "Term Debt DIP Financing"), then each other Representative agrees, on behalf of itself and its other Secured Parties, that each such Secured Party (i) (x) will be deemed to have consented to, will raise no objection to, nor support any other Person objecting to such Term Debt DIP Financing on the grounds of a failure to provide "adequate protection" for the such Representative's Lien on the Collateral to secure its Obligations or on any other grounds and (y) will not request any adequate protection solely as a result of such Term Debt DIP Financing except as set forth in Section 5.04 below and (ii) will subordinate (and will be deemed hereunder to have subordinated) its Liens on any Term Debt Priority Collateral (A) to such Term Debt DIP Financing on the same terms as the its Liens are subordinated to the Term Debt Liens hereunder (and such subordination will not alter in any manner the terms of this Agreement), (B) to any adequate protection provided to the Term Debt Secured Parties and (C) to any "carve-out" agreed to by the Term Debt Representative or the other Term Debt Secured Parties, so long as (x) the applicable Representative retains its Lien on the Collateral to secure its Obligations (in each case, including Proceeds thereof arising after the commencement of the case under the Bankruptcy Code) and, as to its Senior Collateral only, such Lien has the same priority as existed prior to the commencement of the case under the Bankruptcy Code and any Lien securing such Term Debt DIP Financing is junior and subordinate to the Lien of the such Representative on its Senior Collateral, (y) all Liens on Term Debt Priority Collateral securing any such Term Debt DIP Financing shall be senior to or on a parity with the Liens of the Term Debt Representative and the Term Debt Secured Parties securing the Term Debt Obligations on Term Debt Priority Collateral and (z) if the Term Debt Representative receives a replacement or adequate protection Lien on post-petition assets of the debtor to secure the Term Debt Obligations, and such replacement or adequate protection Lien is on any of the Senior Collateral of a Representative, (1) such replacement or adequate protection Lien on such post-petition assets which are part of such Representative's Senior Collateral is junior and subordinate to the Lien in favor of such Representative on its Senior Collateral and (2) such Representative also receives a replacement or adequate protection Lien on such post-petition assets of the debtor to secure its Obligations. In no event will any of the Term Debt Secured Parties seek to obtain a priming Lien on any of the Senior Collateral of another Representative, and nothing contained herein shall be deemed to be a consent by any Secured Parties to any adequate protection payments using a Secured Parties Senior Collateral.

(c) Bankruptcy Liens Subject to this Agreement. All Liens granted to a Representative in any Insolvency Proceeding, whether as adequate protection or otherwise, are intended to be and shall be deemed to be subject to the Lien Priority and the other terms and conditions of this Agreement.

5.3 Relief From the Automatic Stay. Until the Senior Obligations Payment Date applicable to an Obligation, each Representative agrees, on behalf of itself and the its other Secured Parties, that none of them will seek relief from the automatic stay or from any other stay in any Insolvency Proceeding or take any action in derogation thereof, in each case in respect of Senior Collateral securing such Obligations, without the prior written consent of the Representative representing the Secured Parties holding such Obligations. In addition, no Representative shall seek any relief from the automatic stay with respect to any Collateral without providing 30 days' prior written notice to the other, unless otherwise agreed by all the Representatives.

5.4 Adequate Protection. Each Representative, on behalf of itself and its other Secured Parties, agrees that, prior to the Senior Obligations Payment Date of each of the other Representatives, so long as

the other Representatives and their respective other Secured Parties comply with this Section, none of them shall object, contest, or support any other Person objecting to or contesting, (i) any request by another Secured Party for adequate protection of its interest in the Collateral or any adequate protection provided to such Secured Parties or (ii) any objection by a Secured Party to any motion, relief, action or proceeding based on a claim of a lack of adequate protection in the Collateral or (iii) the payment of interest, fees, expenses or other amounts to the a Secured Party under Section 506(b) or 506(c) of the Bankruptcy Code or otherwise; provided that any action described in the foregoing clauses (i) and (ii) does not violate Section 5.2. Each Representative, on behalf of itself and its other Secured Parties, further agrees that, prior to the Senior Obligations Payment Date of each of the other Representatives, none of them shall assert or enforce any claim under Section 506(b) or 506(c) of the Bankruptcy Code or otherwise that is senior to or on a parity with the Senior Liens of the other Representatives for costs or expenses of preserving or disposing of any Collateral. Notwithstanding anything to the contrary set forth in this Section and in clause (i)(y) of Sections 5.2(a) and 5.2(b), but subject to all other provisions of this Agreement (including, without limitation, in clause (i) (x) of Sections 5.2(a) and 5.2(b)) and Section 5.3), in any Insolvency Proceeding, if any Secured Parties (or any subset thereof and such Secured Parties, herein the "benefited Secured Party Group") are granted adequate protection consisting of additional collateral that constitutes Senior Collateral of another Secured Party Group (with replacement liens on such additional collateral) and superpriority claims in connection with any DIP financing or use of cash collateral, and such other Secured Party Group does not object to the adequate protection being provided to them, then in connection with any such DIP financing or use of cash collateral the applicable Representative of such other Secured Party Group, on behalf of itself and any of its other Secured Parties, may, as adequate protection of their interests in their Senior Collateral, seek or accept (and the other Representatives and Secured Parties shall not object to) adequate protection consisting solely of (x) a replacement Lien on the same additional collateral, subordinated to the Liens securing the Senior Obligations of the other on the same basis as the other Liens on such Senior Collateral are so subordinated to applicable Junior Obligations under this Agreement and (y) superpriority claims junior in all respects to the superpriority claims granted to the benefited Secured Party Group, provided, however, that each Representative shall have irrevocably agreed, pursuant to Section 1129(a)(9) of the Bankruptcy Code, on behalf of itself and its Secured Parties, in any stipulation and/or order granting such adequate protection, that such junior superpriority claims may be paid under any plan of reorganization in any combination of cash, debt, equity or other property having a value on the effective date of such plan equal to the allowed amount of such claims.

5.5 Avoidance Issues. If any Senior Secured Party is required in any Insolvency Proceeding or otherwise to disgorge, turn over or otherwise pay to the estate of any Loan Party, because such amount was avoided or ordered to be paid or disgorged for any reason, including without limitation because it was found to be a fraudulent or preferential transfer, any amount (a "Recovery"), whether received as proceeds of security, enforcement of any right of set-off or otherwise, then the Senior Obligations shall be reinstated to the extent of such Recovery and deemed to be outstanding as if such payment had not occurred and the Senior Obligations Payment Date shall be deemed not to have occurred. If this Agreement shall have been terminated prior to such Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto. The Junior Secured Parties agree that none of them shall be entitled to benefit from any avoidance action affecting or otherwise relating to any distribution or allocation made in accordance with this Agreement, whether by preference or otherwise, it being understood and agreed that the benefit of such avoidance action otherwise allocable to them shall instead be allocated and turned over for application in accordance with the priorities set forth in this Agreement.

5.6 Asset Dispositions in an Insolvency Proceeding. Neither the Junior Representative nor any

other Junior Secured Party shall, in an Insolvency Proceeding or otherwise, oppose any sale or disposition of any Senior Collateral that is supported by the Senior Secured Parties, and the Junior Representative and each other Junior Secured Party will be deemed to have consented under Section 363 of the Bankruptcy Code (and otherwise) to any sale of any Senior Collateral supported by the Senior Secured Parties and to have released the Junior Liens on such assets.

5.7 Other Matters. To the extent that the Senior Representative or any Senior Secured Party has or acquires rights under Section 363 or Section 364 of the Bankruptcy Code with respect to any of the Collateral on which it has a Junior Lien, such Senior Representative agrees, on behalf of itself and the other Senior Secured Parties, not to assert any of such rights without the prior written consent of the Junior Representative; provided that if requested by the Junior Representative, such Senior Representative shall timely exercise such rights in the manner requested by the Junior Representative, including any rights to payments in respect of such rights.

5.8 Effectiveness in Insolvency Proceedings. This Agreement, which the parties hereto expressly acknowledge is a "subordination agreement" under section 510(a) of the Bankruptcy Code, shall be effective before, during and after the commencement of an Insolvency Proceeding.

SECTION 6. *Receivables Assets.*

6.1 Sale of Receivables Assets; True Sale; Release of Liens. It is the intent of the Loan Parties and the Receivables Buyer that the Receivables Transactions be accounted for and otherwise treated as true and absolute sales by the Originators and purchases by the Receivables Buyer and not as loans. Each of the Secured Parties agree that: (a) the Receivables purchased or contributed to the Receivables Buyer under the terms of the Receivables Sale Agreement and all related Receivables Assets, shall for all purposes of this Agreement (i) be owned by the Receivables Buyer, (ii) be transferred to the Receivables Buyer free and clear of all Liens of the Secured Parties or any one of them (other than the Receivables Lien of the Receivables Secured Parties), (iii) once so transferred, be subject to a first priority Lien in favor of the Receivables Secured Parties, and (iv) not constitute Collateral hereunder; and (b) effective upon each such transfer or sale by any Originator of the applicable Receivables Assets, any liens of the Secured Parties (other than the Receivables Lien of the Receivables Secured Parties) on the Receivables Assets so transferred or sold, shall be automatically and unconditionally released with no further consent or action of any Person. Notwithstanding the foregoing, nothing contained herein shall release any Secured Party's Lien in the Proceeds received by or owing to any Originator for the sale of any Receivables Assets to the Receivables Buyer or any Originator's other rights, claims, general intangibles and supporting obligations arising under or in connection with the sale of any Receivables Assets or the Receivables Sale Agreement.

(a) If Receivables Sales Deemed Loans. If an Originator (notwithstanding the parties' intent that the Receivables Transactions be accounted for and otherwise treated as true and absolute sales by the Originators and purchases by the Receivables Buyer and not as loans) has or is deemed to have any right, title or interest in any Receivables Assets after they are sold to the Receivables Buyer, then such Receivables Assets will thereafter be Collateral hereunder and the Security Interests of ABL Representative and the Term Debt Representative shall automatically reattach to such property without any further action by any Secured Party, any Loan Party or other party; provided that nothing contained herein shall operate to release or establish any preference or priority over any lien on the Receivables Assets created in favor of the Receivables Buyer pursuant to the Receivables Sale Agreement under such circumstances.

(b) Conversion of Receivables Assets to ABL Priority Collateral. If any Receivables Asset

purchased or assigned to the Receivables Buyer is sold, conveyed or otherwise transferred back to an Originator or another Loan Party then (a) the Security Interests of ABL Representative and the Term Debt Representative shall automatically reattach to such property without any further action by any Secured Party, any Loan Party or other party; (b) such property will be Collateral and ABL Priority Collateral hereunder; and (c) such property will no longer be Receivables Assets or Receivables Priority Collateral hereunder.

(c) Receivables Priority Collateral. If any Receivables Assets are deemed to be Collateral in accordance with Section 6.1(a), then the Receivables Assets shall be "Receivables Priority Collateral" hereunder subject to the operation of Section 6.1(b).

6.2 Capital Stock of Receivables Buyer; Limit on Insolvency Proceedings Actions. The Receivables Buyer is owned by Borrower and, as a result, the Capital Stock issued by the Receivables Buyer is Collateral and ABL Priority Collateral hereunder. Each Secured Party hereby agrees that prior to the date that is one year and one day after the payment in full of all Receivables Obligation, it shall not commence an Insolvency Proceeding against the Receivables Buyer nor, through the exercise of any Enforcement Right by such Secured Party, cause the Receivables Buyer to file an Insolvency Proceeding.

SECTION 7. *Modification to Documents.*

(a) Each Loan Party and the Term Debt Representative, on behalf of itself and the Term Debt Secured Parties, agrees that it shall not at any time execute or deliver any amendment or other modification to any of the Term Debt Documents in violation of this Agreement.

(b) Each Loan Party and the ABL Representative, on behalf of itself and the ABL Secured Parties, agrees that it shall not at any time execute or deliver any amendment or other modification to any of the ABL Documents in violation of this Agreement.

(c) Each Loan Party, the Receivables Buyer and the Receivables Representative each agree that it shall not at any time execute or deliver any amendment or other modification to the Receivables Documents or the Credit and Security Agreement in violation of this Agreement.

(d) Solely in the case of the Senior ABL/Term Security Documents, and without affecting any Receivables Security Document or any rights of the Receivables Representative, in the event the ABL Representative or the Term Debt Representative enters into any amendment, waiver or consent in respect of any of the Senior ABL/Term Security Documents for the purpose of adding to, or deleting from, or waiving or consenting to any departures from any provisions of, any Senior ABL/Term Security Document or changing in any manner the rights of any parties thereunder, in each case solely with respect to any Senior Collateral subject thereto, then such amendment, waiver or consent shall apply automatically to any comparable provision of the Comparable Security Document without the consent of or action by any Junior Secured Party (with all such amendments, waivers and modifications subject to the terms hereof); provided that, (i) no such amendment, waiver or consent shall have the effect of removing assets subject to the Lien of any Junior Security Document, except to the extent that a release of such Lien is permitted by Section 4.2, (ii) any such amendment, waiver or consent that materially and adversely affects the rights of the Junior Secured Parties and does not affect the Senior Secured Parties in a like or similar manner shall not apply to the Junior Security Documents without the consent of the Junior Representative, (iii) no such amendment, waiver or consent with respect to any provision applicable to the Junior Representative under the Junior Documents shall be made without the prior written consent of the Junior Representative, (iv) notice of such amendment,

waiver or consent shall be given to the Junior Representative no later than 30 days after its effectiveness, provided that the failure to give such notice shall not affect the effectiveness and validity thereof and (v) such amendment, waiver or modification to the applicable Junior Security Documents shall be approved by Borrower in writing.

SECTION 8. *Purchase Options.*

8.1 Notice of Exercise. (i) Upon the occurrence and during the continuance of an "Event of Default" under the ABL Documents, if such Event of Default remains uncured or unwaived for at least thirty (30) consecutive days and the requisite ABL Lenders have not agreed to forbear from the exercise of remedies, all or a portion of the Term Debt Secured Parties, acting as a single group, shall have the option at any time upon five (5) Business Days' prior written notice to the ABL Representative to purchase all of the ABL Obligations from the ABL Secured Parties. Such notice from such Term Debt Secured Parties to the ABL Representative shall be irrevocable.

(b) Upon the occurrence and during the continuance of an "Event of Default" under the Term Debt Documents, if such Event of Default remains uncured or unwaived for at least thirty (30) consecutive days and the Term Debt Representative has not agreed to forbear from the exercise of remedies, all or a portion of the ABL Creditors, acting as a single group, shall have the option at any time upon five (5) Business Days' prior written notice to the Term Debt Representative to purchase all of the Term Debt Obligations from the lenders under the Term Loan Agreement or holders of the Senior Secured Notes. Such notice from such ABL Creditors to the Term Debt Representative shall be irrevocable.

8.2 Purchase and Sale. (i) On the date specified by the relevant Term Debt Secured Parties in the notice contemplated by Section 8.1(a) above (which shall not be less than five (5) Business Days, nor more than twenty (20) calendar days, after the receipt by the ABL Representative of the notice of the relevant Term Debt Secured Parties' election to exercise such option), the ABL Lenders shall sell to the relevant Term Debt Secured Parties, and the relevant Term Debt Secured Parties shall purchase from the ABL Lenders, the ABL Obligations, provided that, the ABL Representative and the ABL Secured Parties shall retain all rights to be indemnified or held harmless by the Loan Parties in accordance with the terms of the ABL Documents but shall not retain any rights to the security therefor.

(b) On the date specified by the relevant ABL Creditors in the notice contemplated by Section 8.1(b) above (which shall not be less than five (5) Business Days, nor more than twenty (20) calendar days, after the receipt by Term Debt Representative of the notice of the relevant ABL Creditor's election to exercise such option), the holders of the Senior Secured Notes and lenders under the Term Loan Agreement shall sell to the relevant ABL Creditors, and the relevant ABL Creditors shall purchase from the holders of the Senior Secured Notes and lenders under the Term Loan Agreement, the Term Debt Obligations, provided that, the Term Debt Representative and the Term Debt Secured Parties shall retain all rights to be indemnified or held harmless by the Loan Parties in accordance with the terms of the Term Debt Documents but shall not retain any rights to the security therefor.

8.3 Payment of Purchase Price. Upon the date of such purchase and sale, the relevant Term Debt Secured Parties or the relevant ABL Creditors, as applicable, shall (a) pay to the ABL Representative for the benefit of the ABL Lenders (with respect to a purchase of the ABL Obligations) or to the Term Debt Representative for the benefit of the holders of the Senior Secured Notes and lenders under the Term Loan Agreement (with respect to a purchase of the Term Debt Obligations) as the purchase price therefor the full amount of all the ABL Obligations or Term Debt Obligations, as applicable, then outstanding and unpaid

(including principal, interest, fees and expenses, including reasonable attorneys' fees and legal expenses but specifically excluding any prepayment premium, termination or similar fees), (b) with respect to a purchase of the ABL Obligations, furnish cash collateral to the ABL Representative in a manner and in such amounts as the ABL Representative determines is reasonably necessary to secure the ABL Representative, the ABL Secured Parties, letter of credit issuing banks and applicable affiliates in connection with any issued and outstanding letters of credit, hedging obligations and cash management obligations secured by the ABL Documents, (c) with respect to a purchase of the ABL Obligations, agree to reimburse the ABL Representative, the ABL Secured Parties and letter of credit issuing banks for any loss, cost, damage or expense (including reasonable attorneys' fees and legal expenses) in connection with any commissions, fees, costs or expenses related to any issued and outstanding letters of credit as described above and any checks or other payments provisionally credited to the ABL Obligations, and/or as to which the ABL Representative has not yet received final payment, (d) agree to reimburse the ABL Secured Parties or the Term Debt Secured Parties, as applicable, and with respect to a purchase of the ABL Obligations letter of credit issuing banks, in respect of indemnification obligations of the Loan Parties under the ABL Documents or the Term Debt Documents, as applicable, as to matters or circumstances known to the ABL Representative or the Term Debt Representative, as applicable, at the time of the purchase and sale which would reasonably be expected to result in any loss, cost, damage or expense (including reasonable attorneys' fees and legal expenses) to the ABL Secured Parties, the Term Debt Secured Parties or letter of credit issuing banks, as applicable, and (e) agree to indemnify and hold harmless the ABL Secured Parties or the Term Debt Secured Parties, as applicable, and with respect to a purchase of the ABL Obligations letter of credit issuing banks, from and against any loss, liability, claim, damage or expense (including reasonable fees and expenses of legal counsel) arising out of any claim asserted by a third party in respect of the ABL Obligations or the Term Debt Obligations, as applicable, as a direct result of any acts by any Term Debt Secured Party or any ABL Secured Party, as applicable, occurring after the date of such purchase. Such purchase price and cash collateral shall be remitted by wire transfer in federal funds to such bank account in New York, New York as the ABL Representative or the Term Debt Representative, as applicable, may designate in writing for such purpose.

8.4 Limitation on Representations and Warranties. Such purchase shall be expressly made without representation or warranty of any kind by any selling party (including the ABL Representative or the Term Debt Representative, if applicable) and without recourse of any kind, except that the selling party shall represent and warrant: (a) the amount of the ABL Obligations or Term Debt Obligations, as applicable, being purchased from it, (b) that such selling party owns the ABL Obligations or Term Debt Obligations, as applicable, free and clear of any Liens or encumbrances and (c) that such selling party has the right to assign such ABL Obligations or Term Debt Obligations, as applicable, and the assignment is duly authorized.

SECTION 9. *Reliance; Waivers; etc.*

9.1 Reliance. The ABL Documents are deemed to have been executed and delivered, and all extensions of credit thereunder are deemed to have been made or incurred, in reliance upon this Agreement. The Term Debt Representative, on behalf of it itself and the other Term Debt Secured Parties, expressly waives all notice of the acceptance of and reliance on this Agreement by the ABL Representative, the other ABL Secured Parties, the Receivables Buyer, the Receivables Representative and the other Receivables Secured Parties. The Term Debt Documents are deemed to have been executed and delivered and all extensions of credit thereunder are deemed to have been made or incurred, in reliance upon this Agreement. The ABL Representative, on behalf of itself and the other ABL Secured Parties, expressly waives all notices of the acceptance of and reliance on this Agreement by the Term Debt Representative, the other Term Debt Secured Parties, the Receivables Buyer, the Receivables Representative and the other Receivables Secured Parties. The Receivables Sale Agreement is deemed to have been executed and delivered and purchases

made thereunder are deemed to have been made or incurred, in reliance upon this Agreement. The Receivables Buyer and the Receivables Representative expressly waive all notices of the acceptance of and reliance on this Agreement by the Term Debt Representative, the other Term Debt Secured Parties, the ABL Representative and the other ABL Secured Parties.

9.2 No Warranties or Liability. The Term Debt Representative, the ABL Representative, the Receivables Buyer and the Receivables Representative acknowledge and agree that none of them has made any representation or warranty hereunder with respect to the execution, validity, legality, completeness, collectability or enforceability of any other ABL Document, any Term Debt Document, the Receivables Documents or the Credit and Security Agreement. Except as otherwise provided in this Agreement, the Term Debt Representative, the ABL Representative, the Receivables Buyer and the Receivables Representative will be entitled to manage and supervise the respective extensions of credit to any Loan Party in accordance with law and their usual practices, modified from time to time as they deem appropriate.

9.3 No Waivers. No right or benefit of any party hereunder shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of such party or any other party hereto or by any noncompliance by any Loan Party with the terms and conditions of any of the ABL Documents, the Term Debt Documents or the Receivables Documents or any noncompliance by the Receivables Buyer with the terms and conditions of the Credit and Security Agreement.

SECTION 10. *Obligations Unconditional.* All rights, interests, agreements and obligations hereunder of the Senior Representative and the Senior Secured Parties in respect of any Collateral and the Junior Representative and the Junior Secured Parties in respect of such Collateral shall remain in full force and effect regardless of:

(a) any lack of validity or enforceability of any Senior Document or any Junior Document and regardless of whether the Liens of the Senior Representative and Senior Secured Parties are not perfected or are voidable for any reason;

(b) any change in the time, manner or place of payment of, or in any other terms of, all or any of the Senior Obligations or the Junior Obligations, or any amendment or waiver or other modification, including any increase in the amount thereof or any refinancing, whether by course of conduct or otherwise, of the terms of any Senior Document or any Junior Document;

(c) any exchange, release or lack of perfection of any Lien on any Collateral or any other asset, or any amendment, waiver or other modification, whether in writing or by course of conduct or otherwise, of all or any of the Senior Obligations or Junior Obligations or any guarantee thereof;

(d) the commencement of any Insolvency Proceeding in respect of any Loan Party; or

(e) any other circumstances which otherwise might constitute a defense available to, or a discharge of, any Loan Party in respect of any Secured Obligation or any Junior Secured Party in respect of this Agreement.

SECTION 11. *Miscellaneous.*

11.1 Rights of Subrogation. Each Representative, for and on behalf of itself and its other Secured

Parties, agrees that no payment to any other Representative or any other Secured Party pursuant to the provisions of this Agreement shall entitle it or any of its Secured Parties to exercise any rights of subrogation in respect thereof until the Senior Obligations Payment Date applicable to the Obligations of the other Secured Parties. Following the Senior Obligations Payment Date applicable to its Obligations, each Representative agrees to execute such documents, agreements, and instruments as any other Secured Party may reasonably request to evidence the transfer by subrogation to any such Person of an interest in the Obligations resulting from payments to such Secured Party by such Person, so long as all costs and expenses (including all reasonable legal fees and disbursements) incurred in connection therewith by such Representative are paid by such Person upon request for payment thereof.

11.2 Further Assurances. Each Representative will, at their own expense and at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the other party may reasonably request, in order to protect any right or interest granted or purported to be granted hereby or to enable any other Representative to exercise and enforce its rights and remedies hereunder; provided, however, that no party shall be required to pay over any payment or distribution, execute any instruments or documents, or take any other action referred to in this Section 11.2, to the extent that such action would contravene any law, order or other legal requirement or any of the terms or provisions of this Agreement, and in the event of a controversy or dispute, such party may interplead any payment or distribution in any court of competent jurisdiction, without further responsibility in respect of such payment or distribution under this Section 11.2.

11.3 Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of any Loan Document or the Credit and Security Agreement, the provisions of this Agreement shall govern.

11.4 Continuing Nature of Provisions. Subject to Section 5.5, this Agreement shall continue to be effective, and shall not be terminable by any party hereto, until any two of the Obligations payment dates (i.e., the ABL Obligations Payment Date, the Term Debt Obligations Payment Date and the Receivables Obligations Payment Date) shall have occurred; provided that if a Replacement ABL Agreement, Replacement Senior Secured Notes Agreement, Replacement Term Loan Agreement or Replacement Receivables Sale Agreement, as applicable, is entered into following such termination, the relevant Secured Parties agree to, upon the request of any Loan Party, restore this Agreement on the terms and conditions set forth herein until the earlier to occur of the next following ABL Obligations Payment Date, Term Debt Obligations Payment Date or Receivables Obligations Payment Date. This is a continuing agreement and the Secured Parties may continue, at any time and without notice to the other parties hereto, to extend credit and other financial accommodations, lend monies and provide indebtedness to, or for the benefit of, any Loan Party on the faith hereof. In furtherance of the foregoing:

(a) Upon receipt of a notice from the Loan Parties stating that the Loan Parties (or any of them) have entered into entered into a Replacement ABL Agreement (which notice shall include the identity of the new ABL Representative), the Term Debt Representative and the Receivables Representative shall promptly (i) enter into such documents and agreements (including amendments or supplements to this Agreement) as the Loan Parties or the new ABL Representative shall reasonably request in order to provide to the new ABL Representative the rights contemplated hereby, in each case consistent in all material respects with the terms of this Agreement, (ii) deliver to the new ABL Representative any ABL Priority Collateral held by it, together with any necessary endorsements (or otherwise allow the new ABL Representative to obtain control of such ABL Priority Collateral), and (iii) take such other actions as the Loan Parties or the new ABL Representative may reasonably request to provide the new ABL Representative or the applicable the ABL Secured Parties

the benefits of this Agreement. The new ABL Representative shall agree in a writing addressed to the Term Debt Representative and the Receivables Representative to be bound by the terms of this Agreement.

(b) Upon receipt of a notice from the Loan Parties stating that the Loan Parties (or any of them) have entered into a Replacement Senior Secured Notes Agreement or a Replacement Term Loan Agreement (which notice shall include the identity of the new Term Debt Representative, if applicable), the ABL Representative and the Receivables Representative shall promptly (i) enter into such documents and agreements (including amendments or supplements to this Agreement) as the Loan Parties or the new Term Debt Representative shall reasonably request in order to provide to the new Term Debt Representative or the applicable new Term Debt Secured Parties the rights contemplated hereby, in each case consistent in all material respects with the terms of this Agreement, (ii) deliver to the new Term Debt Representative any Term Debt Priority Collateral held by it together with any necessary endorsements (or otherwise allow the new Term Debt Representative to obtain control of such Term Debt Priority Collateral), and (iii) take such other actions as the Loan Parties or the new Term Debt Representative may reasonably request to provide the new Term Debt Representative the benefits of this Agreement. The new Term Debt Representative shall agree in a writing addressed to the ABL Representative and the Receivables Representative to be bound by the terms of this Agreement.

(c) Upon receipt of a notice from the Loan Parties stating that the Loan Parties (or any of them) have entered into entered into a Replacement Receivables Sale Agreement (which notice shall include the identity of the new Receivables Buyer), the ABL Representative and the Term Debt Representative shall promptly (i) enter into such documents and agreements (including amendments or supplements to this Agreement) as the Loan Parties or the new Receivables Buyer shall reasonably request in order to provide to the new Receivables Buyer or the applicable new Receivables Secured Parties the rights contemplated hereby, in each case consistent in all material respects with the terms of this Agreement, (ii) deliver to the new Receivables Buyer any Receivables Priority Collateral held by it together with any necessary endorsements (or otherwise allow the new Receivables Buyer to obtain control of such Receivables Priority Collateral), and (iii) take such other actions as the Loan Parties or the new Receivables Buyer may reasonably request to provide the new Receivables Buyer the benefits of this Agreement. The new Receivables Buyer shall agree in a writing addressed to the other Representatives to be bound by the terms of this Agreement.

(d) Upon receipt of a notice from the Receivables Buyer stating it has entered into a Replacement Credit and Security Agreement (which notice shall include the identity of the new Receivables Representative), the ABL Representative and the Term Debt Representative shall promptly (i) enter into such documents and agreements (including amendments or supplements to this Agreement) as the Receivables Buyer shall reasonably request in order to provide to the new Receivables Representative and the applicable new Receivables Secured Parties the rights contemplated hereby, in each case consistent in all material respects with the terms of this Agreement, (ii) deliver to the new Receivables Representative any Receivables Priority Collateral held by it together with any necessary endorsements (or otherwise allow the new Receivables Representative to obtain control of such Receivables Priority Collateral), and (iii) take such other actions as the Receivables Buyer or new Receivables Representative may reasonably request to provide the new Receivables Representative the benefits of this Agreement. The new Receivables Representative shall agree in a writing addressed to the other Representatives to be bound by the terms of this Agreement.

11.5 Amendments; Waivers. (i) No amendment or modification of or supplement to any of the provisions of this Agreement shall be effective unless the same shall be in writing and signed by the all the Representatives, and, in the cases of (i) amendments or modifications of Sections 2.6(b), 3.5, 3.6, 4.2, 6, 11.4, 11.5, 11.7, 11.8 that indirectly or directly affect the rights or duties of any Loan Party and (ii) amendments

or modifications of or supplements to this Agreement that directly affect the rights or duties of any Loan Party, such Loan Party. Each Representative shall notify Borrower at the address specified in the signature pages to this Agreement of any amendment or modification of or supplement to any provisions of this Agreement which does not need to be signed by a Loan Party and provide Borrower with a copy of such amendment, modification or supplement.

(b) It is understood that each Representative, without the consent of any other Secured Party, may in their discretion determine that a supplemental agreement (which may take the form of an amendment and restatement of this Agreement) is necessary or appropriate to facilitate having additional indebtedness or other obligations ("Additional Debt") of any of the Loan Parties become ABL Obligations, Receivables Obligations or Term Debt Obligations, as the case may be, under this Agreement, which supplemental agreement shall specify whether such Additional Debt constitutes ABL Obligations, Receivables Obligations or Term Debt Obligations, provided, that such Additional Debt is permitted to be incurred by the ABL Agreement, Receivables Sale Agreement and Term Debt Agreement then extant, and is permitted by such agreements to be subject to the provisions of this Agreement as ABL Obligations, Receivables Obligations, or Term Debt Obligations, as applicable.

(c) Notwithstanding the terms of Section 11.5(a) and (b), in the event that the Term Debt Representative, the Receivables Buyer or the Receivables Representative does not take the actions contemplated by Section 11.4(a) in connection with any permitted Additional Debt within 10 days after the delivery of a written request to do so, the ABL Representative, without the consent of the Term Debt Representative, the Receivables Buyer or the Receivables Representative, may modify this Agreement (which modification may take the form of an amendment and restatement of this Agreement) for the purpose of having any Replacement ABL Agreement or Additional Debt of any of the Loan Parties become ABL Obligations under this Agreement, which agreement shall specify that such Replacement ABL Agreement or Additional Debt constitutes ABL Obligations, provided, that such Additional Debt is permitted to be incurred pursuant to each Term Debt Agreement then extant, and is permitted by such agreements (as determined by the ABL Representative in good faith and certified by an officer of Borrower to the Term Debt Representative and the Receivables Buyer) to be subject to the provisions of this Agreement as ABL Obligations, as applicable.

11.6 Information Concerning Financial Condition of the Loan Parties. Each Representative hereby assumes responsibility for keeping itself informed of the financial condition of the Loan Parties and all other circumstances bearing upon the risk of nonpayment of its Obligations. Each Representative hereby agrees that no party shall have any duty to advise any other party of information known to it regarding such condition or any such circumstances (except as otherwise provided in the applicable Loan Documents or Credit and Security Agreement, as applicable). In the event a Representative, in its sole discretion, undertakes at any time or from time to time to provide any information to any other party to this Agreement, it shall be under no obligation (a) to provide any such information to such other party or any other party on any subsequent occasion, (b) to undertake any investigation not a part of its regular business routine, or (c) to disclose any other information.

11.7 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK ARE GOVERNED BY THE LAWS OF SUCH JURISDICTION.

11.8 Submission to Jurisdiction; JURY TRIAL WAIVER. (i) Each Secured Party and each Loan Party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each such party hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each such party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the any Secured Party may otherwise have to bring any action or proceeding against any Loan Party or its properties in the courts of any jurisdiction.

(b) Each Secured Party and each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so (i) any objection it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (a) of this Section and (ii) the defense of an inconvenient forum to the maintenance of such action or proceeding.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 11.9. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(d) EACH PARTY HERETO HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY HERETO REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11.9 Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telecopied, or sent by overnight express courier service or United States mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a telecopy or five days after deposit in the United States mail (certified, with postage prepaid and properly addressed). For the purposes hereof, the addresses of the parties hereto (until notice of a change thereof is delivered as provided in this Section 11.9) shall be as set forth below each party's name on the signature pages hereof, or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties.

11.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and each of the Secured Parties and their respective successors and assigns (including any Person to whom a Lien has been granted in a party's rights under this Agreement), and nothing herein is intended, or shall be construed to give, any other Person any right, remedy or claim under, to or in respect of this Agreement or any Collateral. The Receivables Buyer has collaterally assigned this Agreement to the Receivables Representative under the terms of the Credit and Security Agreement.

11.11 Headings. Section headings used herein are for convenience of reference only, are not part

of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

11.12 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

11.13 Other Remedies. For avoidance of doubt, it is understood that nothing in this Agreement shall prevent any Secured Party from exercising any available remedy to accelerate the maturity of any indebtedness or other obligations owing under the Loan Documents to which it is a party, the Receivables Sale Agreement to which it is a party or the Credit and Security Agreement (to the extent such Secured Party is a party thereto) or to demand payment under any guarantee in respect thereof.

11.14 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall become effective when it shall have been executed by each party hereto.

11.15 Additional Loan Parties. Borrower shall cause each Person that becomes a Loan Party after the date hereof to become a party to this Agreement by execution and delivery by such Person of a Joinder Agreement in the form of Annex 1 hereto.

11.16 Amendment and Restatement. This Agreement amends and restates the Prior Intercreditor Agreement in its entirety.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH (as assignee of JPMorgan Chase Bank, N.A.), as ABL
Representative for and on behalf of the ABL Secured Parties

By: /s/ James V. Kenwood
James V. Kenwood, Executive Director

By: /s/ Izumi Fukushima
Izumi Fukushima, Executive Director

Address for Notices:

Rabobank Nederland
c/o Corporate Services
Attn: Punam Gambhir
10 Exchange Place, 16th Floor
Jersey City, New Jersey 07302
Phone: 201-499-5322
Fax: 914-304-9327

With a copy to:

Rabobank Nederland
13355 Noel Road, Suite 1000
Dallas, TX 75240-6645
United States of America
Attention James V. Kenwood
Telecopy (972) 419-6315

COÖPERATIEVE CENTRALE RAIFFEISEN–BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH, as Receivables Representative

By: /s/ Christopher Hartofills
Christopher Hartofills, Vice President

By: /s/ Izumi Fukushima
Izumi Fukushima, Executive Director

Address for Notices:

Securitization - Middle Office
Rabobank International
245 Park Avenue
New York, New York 10167
Phone: 212.916.7932
Fax: 914.287.2254
Email: naconduit@rabobank.com

U.S. BANK NATIONAL ASSOCIATION, as Term Debt Representative for and on behalf of the Term
Debt Secured Parties

By: /s/ Jack Ellerin
Name: Jack Ellerin
Title: Vice President

Address for Notices:

U.S. Bank National Association
Two Midtown Plaza
1349 West Peachtree Street NW
Suite 1050
Atlanta, Georgia 30309
Attention: Jack Ellerin
Phone: (404) 898-8830
Telecopy: (404) 898-2467

SMITHFIELD RECEIVABLES FUNDING, LLC, as the Receivables Buyer

By: SFFC, Inc., its managing partner

By: /s/ Charles McCarrick

Name: Charles McCarrick

Title: President

Address for Notices:

Smithfield Foods, Inc.
200 Commerce Street
Smithfield, VA 23430
Attention: Robert Manly and Ken Sullivan
Telecopy: (757)-365-3070

Loan Parties:

Smithfield Foods, Inc., a Virginia corporation

By: /s/ Timothy Dykstra
Name: Timothy Dykstra
Title: Vice President

Brown's Realty Partnership, a North Carolina general partnership

Carroll's Realty Partnership, a North Carolina general partnership

Smithfield-Carroll's Farms, a Virginia general partnership

By: **Murphy-Brown, LLC**, as a general partner of each

By: /s/ Timothy Dykstra
Name: Timothy Dykstra
Title: Vice President

Armour-Eckrich Meats LLC, a Delaware limited liability company
Farmland Foods, Inc., a Delaware corporation
John Morrell & Co., a Delaware corporation
Murphy-Brown LLC, a Delaware limited liability company
Murphy Farms of Texhoma, Inc., an Oklahoma corporation
Patrick Cudahy, LLC, a Delaware limited liability company
Premium Pet Health, LLC, a Delaware limited liability company
Premium Standard Farms, LLC, a Delaware limited liability company
Smithfield Global Products Inc., a Delaware corporation
The Smithfield Packing Company, Incorporated, a Delaware corporation
Smithfield Purchase Corporation, a North Carolina corporation
Smithfield Transportation Co., Inc., a Delaware corporation
Stefano Foods, Inc., a North Carolina corporation
SFRMH Liquidation, Inc. (f/k/a RMH Foods, Inc.), a Delaware corporation

By: /s/ Timothy Dykstra
Name:
Title:

Jonmor Investments, Inc., a Delaware corporation
Patcud Investments, Inc., a Delaware corporation
SFFC, INC., a Delaware corporation
SF Investments, Inc., a Delaware corporation

By: /s/ Thomas S. Ottinger
Name: Thomas S. Ottinger
Title: Treasurer

Address for Notices for all Loan Parties:

Smithfield Foods, Inc.
200 Commerce Street
Smithfield, VA 23430
Attention: Robert Manly and Ken Sullivan

Telecopy: (757)-365-3070

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of _____, 201_, is executed by _____, a _____ (the "New Subsidiary") in favor of COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("ABL Representative") U.S. BANK, NATIONAL ASSOCIATION ("Term Debt Representative") SMITHFIELD RECEIVABLES FUNDING LLC (the "Receivables Buyer") and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH (the "Receivables Representative") with respect to that certain Amended and Restated Intercreditor Agreement (the "Intercreditor Agreement"), dated as of June 9, 2011 among the ABL Representative, the Term Debt Representative, the Receivables Buyer, the Receivables Representative, Smithfield Foods, Inc., as borrower, and each of the other Loan Parties party thereto. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Intercreditor Agreement.

The New Subsidiary, for the benefit of each Representative, hereby agrees as follows:

1. The New Subsidiary hereby acknowledges the Intercreditor Agreement and acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Intercreditor Agreement and shall have all of the obligations of a Loan Party thereunder as if it had executed the Intercreditor Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Intercreditor Agreement.

2. The address of the New Subsidiary for purposes of Section 11.9 of the Intercreditor Agreement is as follows:

3. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE NEW SUBSIDIARY HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, as of the day and year first above written.

[NEW SUBSIDIARY]

By:____
Name:____
Title:_____

SMITHFIELD FOODS, INC.
EXECUTIVE STOCK PURCHASE PLAN

EFFECTIVE OCTOBER 1, 2009

SMITHFIELD FOODS, INC.

EXECUTIVE STOCK PURCHASE PLAN

1. PURPOSE. This Plan is intended to permit Participants to defer payment of a specified portion of certain awards earned under the Company's 2008 Incentive Compensation Plan (the "Incentive Compensation Plan"), to the extent such awards are payable in the form of Company Stock, and allow the Company to provide a match for such deferrals. This Plan is intended to benefit a "select group of management or highly compensated employees," as that term is used under Title I of the Employee Retirement Income Security Act of 1974, as amended. As a nonqualified deferred compensation plan, the Plan is designed to meet the requirements of Code section 409A and the regulations and guidance issued there under and shall be interpreted in all cases so as to satisfy such requirements.

2. DEFINITIONS. The following definitions apply to this Plan and to any related documents.

- (a) **Beneficiary** or **Beneficiaries** means a person or persons or other entity that a Participant designates on a Beneficiary Designation Form to receive benefit payments. If a Participant does not execute a valid Beneficiary Designation Form, or if the designated Beneficiary or Beneficiaries fail to survive the Participant or otherwise fail to take the benefit, the Participant's Beneficiary or Beneficiaries shall be the first of the following persons who survive the Participant: a Participant's spouse (the person legally married to the Participant when the Participant dies); the Participant's children in equal shares. If none of these persons survive the Participant, the Beneficiary shall be the Participant's estate.
 - (b) **Beneficiary Designation Form** means the form that a Participant uses to name the Participant's Beneficiary or Beneficiaries.
 - (c) **Board** means the Board of Directors of the Company.
 - (d) **Change of Control** means a "Qualifying Change of Control" as defined in the Incentive Compensation Plan.
 - (e) **Code** means the Internal Revenue Code of 1986, as amended.
 - (f) **Committee** means the Compensation Committee of the Board.
 - (g) **Company** means Smithfield Foods, Inc. and any successor business by merger, purchase, or otherwise that maintains the Plan.
 - (h) **Company Stock** means the common stock of the Company.
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- (i) **Deferral Election Form** means the form that a Participant uses to elect to defer his or her Performance Award pursuant to Plan Section 3.
 - (j) **Deferred Account** means a bookkeeping record established for each Participant who has elected to defer a portion of his or her Performance Award pursuant to Plan Section 3. A Deferred Account shall be established only for purposes of measuring a Participant's deferred benefits under the Plan and not to segregate assets or to identify assets that may be used to satisfy any deferred benefits. A Deferred Account shall be credited with that amount of a Participant's Performance Award deferred according to a Participant's Deferral Election Form.
 - (k) **Disability or Disabled** means a medically determinable physical or mental impairment which can be expected to result in death or to last for a continuous period of not less than 12 months (i) which prevents the affected Participant from engaging in any substantial gainful activity or (ii) on account of which the affected Participant receives income replacement benefits for a period of not less than 3 months under a Company-sponsored accident and health plan.
 - (l) **Distribution Election Form** means a form that a Participant uses to establish the timing and method of payments of benefits from a Participant's Deferred Account and Match Account. If a Participant does not execute a valid Distribution Election Form, the distribution of the Participant's benefits under this Plan shall be governed by Plan Section 5(d).
 - (m) **Effective Date** with respect to the Plan means October 1, 2009.
 - (n) **Election Date** means the date on or before which an Executive must submit a valid Deferral Election Form in order to defer payment of the Executive's Performance Award. For each Performance Award, the Election Date shall generally be the last day of the Company's fiscal year preceding the Plan Year in which the applicable Performance Period commences, unless the Performance Award is a Qualified Award, in which case the Election Date shall be a date which is no later than six months prior to the end of the applicable Performance Period for such Qualified Award. In addition, an Executive may submit a Deferral Election Form within 30 days of the Effective Date for a Performance Award for the first Plan Year.
 - (o) **Executive** means an individual employed by the Company as President and Chief Executive Officer, President and Chief Operating Officer, Pork Group, Chief Financial Officer, Executive Vice President, Senior Vice President or Vice President or as President of one of the Company's independent operating companies.
 - (p) **Participant** means, for any Plan Year, an Executive who has submitted a valid Deferral Election Form in respect to his or her Performance Award.
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- (q) **Performance Award** means that portion of a Participant's Performance Grant, Performance Share, or Performance Share Unit awarded under the Incentive Compensation Plan (or any successor plan) that is payable to an Executive by the Company or a subsidiary of the Company in the form of Company Stock. The term "Performance Award" includes a Qualified Award.
 - (r) **Performance Period** means the period over which the applicable performance criteria on which an Executive's Performance Award is based are to be measured.
 - (s) **Plan** means the Smithfield Foods, Inc. Executive Stock Purchase Plan.
 - (t) **Plan Year** means the fiscal year of the Company.
 - (u) **Qualified Award** means a Performance Award that is based on services to be performed over at least a twelve consecutive-month Performance Period where (i) the payment of the Performance Award or the amount of the Performance Award is contingent on the satisfaction of organizational or individual performance criteria, and (ii) the performance criteria are not substantially certain to be met at the time a deferral election is permitted. Subjective performance criteria are permitted, but any subjective performance criteria must relate to the performance of the Participant, a group of employees that includes the Participant, or a business unit for which the Participant provides services (which may include the entire Company); and (ii) the determination that any subjective performance criteria have been met must not be made by the Participant or a family member of the Participant. Notwithstanding the foregoing, a Qualified Award does not include any amount or portion of any amount that will be paid either regardless of performance, or based upon a level of performance that is substantially certain to be met at the time the criteria is established, or that is based solely on the value of, or appreciation in value of, the Company or Company Stock.
 - (v) **Retirement** means any Separation from Service on or after age 55.
 - (w) **Separation from Service** means the date on which the Executive has a separation from service within the meaning of Treasury Regulation Section 1.409A-1(h), including a Retirement.
 - (x) **Specified Employee** means a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code and Treasury Regulations and other generally applicable guidance there under, as determined under a policy established by the Company, or, if no policy is adopted, as determined under the default rules of Treasury Regulations Section 1.409A-1(i).
 - (y) **Unforeseeable Emergency** means an "unforeseeable emergency" as defined in Treasury Regulations Section 1.409A-3(i)(3).
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3. DEFERRAL ELECTIONS.

A Participant may elect to defer receipt of all or a portion of the Participant's next Performance Award. The following provisions apply to all such deferral elections:

- (a) A Participant may elect receive up to 25% of the Participant's annual cash incentive award in the form of a deferred Performance Award under this Plan. The Performance Award shall be subject to the same conditions as the annual cash incentive award.
 - (b) The election to defer an annual cash incentive award and receive a Performance Award shall be made by using a Deferral Election Form. The Deferral Election Form shall specify the amount of the Performance Award to be deferred. A deferral election shall be valid only when the Deferral Election Form is completed and received by the Company on or before the applicable Election Date. A Participant who has not submitted a valid Deferral Election Form to the Company on or before the applicable Election Date may not defer any part of the Participant's Performance Award to this Plan.
 - (c) Amounts of the Performance Award deferred using a valid Deferral Election Form shall be credited to the Participant's Deferred Account. These amounts shall be credited to the Deferred Account as of the date on which the Performance Award would have been distributed to the Participant, but for the deferral. The amounts credited to a Participant's Deferred Account shall be deemed held in Company Stock. The amounts credited to a Participant's Deferred Account shall be 100% vested at all times.
 - (d) Distributions from the Participant's Deferred Account shall be governed by the Participant's Distribution Election Form, subject to the terms and conditions of Plan Sections 5 and 6.
 - (e) The Company may reject any Deferral Election Form that does not conform to the provisions of the Plan. The Company's rejection must be made on a uniform basis with respect to similarly situated Participants. If the Company rejects a Deferral Election Form, the Participant shall be paid the amounts the Participant would have been entitled to receive if the Participant had not submitted the rejected Deferral Election Form.
 - (f) A Participant may not revoke a Deferral Election Form after the applicable Election Date. Any revocation on or before the applicable Election Date will have the same effect as a failure to submit a Deferral Election Form. Any writing signed by a Participant expressing an intention to revoke the Participant's Deferral Election Form and delivered to the Company before the close of business on the Election Date shall serve as a revocation.
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4. COMPANY MATCH.

- (a) For each share of Company Stock which is actually deferred by a Participant for a Plan Year, the Company may make a matching contribution (the "Company Match"). The Company Match will be held in a separate account for the Participant (the "Match Account"). The Company Match will be equal to 100% of the shares of Company Stock which are actually deferred by a Participant. The Company may change the amount of the Company Match at any time. The Company Match will be made in the form of Restricted Stock or Restricted Stock Units under the Incentive Compensation Plan.
- (b) The Company Match for each year shall be subject to a vesting schedule as determined by the Company at the time that the Company Match is made. The vesting schedule shall provide that the Company Match shall not vest less than three (3) years from when the Company Match is made. All unvested Company Match will be forfeited on the Participant's Separation from Service, except due to death or Disability. Upon a Participant's Separation from Service due to death or Disability, all unvested Company Match will be immediately vested.
- (c) All benefits in that Participant's Match Account under the Plan shall be deemed invested in the Smithfield Stock Fund at all times.

5. DISTRIBUTION ELECTIONS.

- (d) Distributions of benefits from a Participant's Deferred Account and Match Account shall be governed by the Participant's Distribution Election Form. A Participant may amend or revoke an existing Distribution Election Form only by submitting a subsequent Distribution Election Form, subject to the terms and conditions of subsection (b) below. If a Participant does not submit a Distribution Election Form, distributions from such Participant's Deferred Account and Match Account shall be governed by subsection (d) below. A Participant's Distribution Election Form shall not apply to any unvested amount in his Match Account.
 - (e) A Participant may submit a subsequent Distribution Election Form in order to delay the payment or change the method of distribution of any benefits payable under this Plan. The subsequent Distribution Election Form shall not take effect until at least twelve months after the date on which the subsequent election is made. In the case of a subsequent election related to a payment not on account of death, Disability, or Unforeseeable Emergency, the first payment with respect to which such subsequent election is made must be deferred for a period of not less than five years from the date such payment would otherwise have been made. Any subsequent election related to a payment at a specified time may not be made less than twelve months prior to the date of the first scheduled payment. The Company may establish additional procedures, conditions, and limitations, not inconsistent with this
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subsection (b), relating to the submission of a subsequent Distribution Election Form.

- (f) The Company may reject any Distribution Election Form which does not conform to the provisions of this Plan or modify any Distribution Election Form in order to comply at any time with any federal, state or local securities or tax laws or regulations, provided that such modification would not result in an impermissible acceleration of benefit payments under this Plan. The Company's rejection or modification must be made on a uniform basis with respect to similarly situated Participants.
- (g) A Participant who has failed to submit a valid Distribution Election Form shall be deemed to have elected to receive a distribution of his or her benefits under this Plan in a single lump sum to the Participant (or, in the case of death, to the Participant's Beneficiary) as soon as is practicable after the Participant's Separation from Service. Notwithstanding the foregoing, in the case of a Participant who is a Specified Employee, a distribution from the Participant's Deferred Account and Match Account after the Participant's Separation from Service shall not be made until the earlier of: (i) the date which is six months after the Participant's Separation from Service, or (ii) the Participant's death.

6. DISTRIBUTIONS.

- (a) All benefits under this Plan, less withholding for applicable income and employment taxes, shall be distributed by the Company or its designee. Any benefits shall be distributed in shares of Company Stock, with fractional shares rounded to the nearest whole share.
 - (b) A Participant's Distribution Election Form shall specify the timing of distributions of benefits from the Participant's Deferred Account and Match Account. Distributions from a Participant's Deferred Account and Match Account shall commence in the method specified in subsection (c) no earlier than one of the following specified events:
 - (i) the Participant's Separation from Service (including Retirement);
 - (ii) a specified time or times (such as the Participant's attainment of a certain age). The specified time must be at least three (3) years after the end of the performance period for a Performance Award that is subject to a Deferral Election Form;
 - (iii) the Participant's death;
 - (iv) the Participant's Disability;
 - (v) an Unforeseeable Emergency; or
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(vi) a Change of Control.

Notwithstanding any other provision in this Plan or the Participant's Distribution Election Form to the contrary, distributions from a Participant's Deferred Account and Match Account shall be completed no later than the tenth calendar year following the Plan Year in which the Participant's Separation from Service occurs. The Company may establish additional procedures, conditions, and limitations relating to the timing of distributions from a Participant's Deferred Account and Match Account.

- (c) A Participant's Distribution Election Form shall also specify the method of distributions of benefits from the Participant's Deferred Account and Match Account. The possible methods of distributions shall be limited to either a single lump-sum payment or a series of annual installment payments for a period of between two and ten years. Installment payments shall be made in such amounts and at such times as specified in the Participant's Distribution Election Form. During the installment payment period, the unpaid balance of a Participant's Deferred Account and Match Account, if any, shall continue to be maintained in the Participant's Deferred Account and Match Account. In the event of the Participant's death after installment payments under this Section have already commenced, the installment payments shall continue to be made to the Participant's Beneficiary or Beneficiaries in the manner provided by the Participant on the Participant's Distribution Election Form. If a Participant has elected to take a single lump-sum distribution at a specified time, the Participant's Distribution Election Form shall specify that the single lump sum shall be paid as soon as is practicable after the specified time occurs.
 - (d) In the event that a Participant dies prior to the specified date or event in respect to which the Participant elected to receive or begin receiving distributions, the balance of the Participant's Deferred Account and Match Account shall be distributed in a single lump sum to the Participant's Beneficiary or Beneficiaries as soon as is practicable after the Participant's death occurs.
 - (e) In the event that a Participant has a Separation from Service prior to the specified date or event in respect to which the Participant elected to receive or begin receiving distributions, the balance of the Participant's Deferred Account and Match Account shall be distributed upon the Separation from Service in the method as provided in the Participant's Distribution Election Form, subject to subsection (f).
 - (f) Notwithstanding any other provision of this Plan to the contrary, in the case of a Participant who is a Specified Employee and who is scheduled to receive or begin receiving distributions after a Separation from Service, including Retirement, distributions from such Participant's Deferred Account and Match Account, if any, shall not be made or commence to be made until the earlier of: (i) the date which is six months after the Participant's Separation from Service; or (ii) the Participant's
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death.

- (g) In the event of the Participant's Disability, distributions under this Section shall be made to the Participant in the manner provided on the Participant's Distribution Election Form. If the Participant has not made a distribution election with respect to a Disability, distributions shall be made to the Participant in equal annual installments over a period of ten years, commencing as soon as practicable after the Company's determination of the Participant's Disability. If a disabled Participant returns to work before the balance in the Participant's Deferred Account and Match Account is completely distributed, distribution payments shall cease and the remaining balance in the Participant's Deferred Account and Match Account shall be maintained until the distribution date elected by the Participant on the Participant's Distribution Election Form.
- (h) In the event of an Unforeseeable Emergency, distributions from the Participant's Deferred Account and Match Account may be made to the Participant in accordance with procedures established by the Company, provided that any such distributions shall be made only in the amounts necessary to satisfy the emergency plus amounts needed to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such emergency is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent such liquidation would not itself cause severe financial hardship). The Company shall have sole discretion regarding the amount of such distributions, if any.
- (i) Notwithstanding any other provision of this Plan or a Participant's Distribution Election Form to the contrary, the Committee in its sole discretion may postpone the distribution of all or part of a Participant's benefits to the extent that the payment would not be deductible under Code section 162(m) or any successor thereto. A benefit distribution that is postponed pursuant to the preceding sentence shall be paid as soon as it is possible to do so within the deduction limitations of Code section 162(m).
- (j) The Participant shall name a Beneficiary or Beneficiaries using the Beneficiary Designation Form. A Participant may use only one Beneficiary Designation Form to designate one or more Beneficiaries for all of the Participant's Benefits under the Plan. Such designations are revocable.

7. **COMPANY'S OBLIGATION.** The Plan shall be unfunded. The Company shall not be required to segregate any assets that at any time may represent a Participant's benefits under the Plan. The Company may establish a grantor trust (within the meaning of Code sections 671 through 679) for Participants and Beneficiaries and may deposit funds with the trustee of such trust in order to provide for the benefits to which Participants and Beneficiaries may be entitled under the Plan. Any funds deposited with the trustee or trustees of such trust, and the earnings

thereon, will be dedicated to the payment of benefits under the Plan but shall remain subject to the claims of the general creditors of the Company. Any liability of the Company to a Participant or Beneficiary under this Plan shall be based solely on any contractual obligations that may be created pursuant to this Plan. No such obligation of the Company shall be deemed to be secured by any pledge of, or other encumbrance on, any property of the Company.

8. CONTROL BY PARTICIPANT. A Participant shall have no control over the Participant's benefits under the Plan except according to the Participant's Deferral Election Form, Distribution Election Form, and Beneficiary Designation Form.

9. CLAIMS AGAINST PARTICIPANT'S BENEFIT.

10. AMENDMENT OR TERMINATION. Except as otherwise provided, this Plan may be altered, amended, suspended, or terminated at any time by the Committee. The Committee may not alter, amend, suspend, or terminate this Plan without the consent of that Participant if such action would result in (i) a distribution of the Participant's benefits in any manner not provided in the Plan or (ii) immediate taxation of a benefit to a Participant.

11. ADMINISTRATION.

- (a) This Plan shall be administered by the Company. The Company shall interpret the Plan, establish regulations to further the purposes of the Plan, and take any other action necessary to the proper operation of the Plan. To the extent authorized by the Company, any action required to be taken by a Participant may be taken in writing, by electronic transmission, by telephone, or by facsimile, except for a beneficiary designation which must be in writing. Prior to paying a benefit under the Plan, the Company may require the Participant, former Participant or Beneficiary to provide such information or material as the Company, in its sole discretion, shall deem necessary to make any determination it may be required to make under the Plan. The Company may withhold payment of a benefit under the Plan until it receives all such information and material and is reasonably satisfied of its correctness and genuineness. The Company, by action of its Board of Directors, may delegate all or any of its responsibilities and powers to any persons selected by it, including the Committee and any designated officers or employees of the Company.
 - (b) If for any reason a benefit payable under this Plan is not paid when due, the Participant or Beneficiary may file a written claim with the Committee to review claims for benefits under the Plan. If the claim is denied or no response is received within forty-five (45) days after the date on which the claim was filed with the Committee (in which case the claim will be deemed to have been denied), the Participant or Beneficiary may appeal the denial to the Board within sixty (60) days of receipt of written notification of the denial or the end of the forty-five day period, whichever occurs first. In pursuing an appeal, the Participant or Beneficiary may request that the Board review the denial, may review pertinent documents, and may submit issues and documents in writing to the Board. A decision on appeal will be made within
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sixty (60) days after the appeal is made, unless special circumstances require the Board to extend the period for another sixty (60) days.

(c)The Company shall interpret this Plan for all purposes in accordance with Code section 409A. Notwithstanding any other provision in this Plan to the contrary, the Company shall not accelerate the time or schedule of any benefit payment under this Plan, except as specifically provided in Code section 409A and the regulations and other guidance issued thereunder.

12. NOTICES. All notices or elections required under the Plan must be in writing. A notice or election shall be deemed delivered if it is delivered personally or sent registered or certified mail to the person at the person's last known business address.

13. WAIVER. The waiver of a breach of any provision in this Plan does not operate as and may not be construed as a waiver of any later breach.

14. CONSTRUCTION. This Plan shall be adopted and maintained according to the laws of the Commonwealth of Virginia (except its choice-of-law rules and except to the extent that such laws are preempted by applicable federal law). Headings and captions are only for convenience; they do not have substantive meaning. If a provision of this Plan is not valid or enforceable, the validity or enforceability of any other provision shall not be affected. Use of one gender includes all, and the singular and plural include each other.

SUBSIDIARIES OF THE REGISTRANT

Set forth below is a list of each of the subsidiaries of Smithfield Foods, Inc. (other than subsidiaries whose names have been omitted in accordance with Regulation S-K Item 601(b)(21)(ii)) and their respective jurisdictions of organization.

NAME OF SUBSIDIARY	JURISDICTION OF ORGANIZATION
AgProtein, Inc.	North Carolina
Agri AI Sp. z.o.o.	Poland
AGRI PLUS Sp. z.o.o.	Poland
AGRI PLUS WIELKOPOLSKA S.A.	Poland
Agri Vet Sp. z.o.o.	Poland
Agroalim Distribution S.R.L.	Romania
Agroalim Logistic S.A.	Romania
Animex Foods, Sp. z.o.o.	Poland
Animex Foods Sp. z.o.o. S.K.A.	Poland
ANIMEX Holding Sp. z o.o.	Poland
Animex Netherlands BV	Netherlands
Animex SF, Sp. z.o.o.	Poland
Animex SF, Sp. z o.o Agro S.K.A.	Poland
Animex SF, Sp. z o.o Euro Comfort Ltd. S.K.A.	Poland
Animex SF, Sp. z o.o GP S.K.A.	Poland
Animex SF, Sp. z o.o Paszowa S.K.A.	Poland
Animex Sp. z o.o.	Poland
Animpol S.A.	Poland
Armour-Eckrich Meats LLC	Delaware
Beef Liquidation Corp.	Delaware
Best Solutions LLC	Delaware
Brown's Realty Partnership	North Carolina
Carroll's Realty Partnership	North Carolina
Cattle Inventory, LLC	Delaware
CC32 Fundusz Inwestycyjny Zamknietcy	Poland
Chief Milling Partners, Inc.	North Carolina
Cold Field Investments, LLC	Delaware
Crystal Peak Environmental LLC	Delaware
Duplin Marketing Company, LLC	North Carolina
Famland Foods, Inc.	Delaware
Ferma Kraplevice Sp. z o.o.	Poland
Hofstede Beheer BV	Netherlands
Iowa Quality Meats, Ltd.	Iowa
John Morrell & Co.	Delaware
Jonmor Investments, Inc.	Delaware
KC2 Real Estate LLC	Delaware
MF Energy, LLC	Delaware
Morena Expert S.R.L.	Romania
Murphy-Brown LLC	Delaware
Murphy Farms of Texahoma, Inc.	Oklahoma
North Side Investments, Inc.	Delaware
NPD Investments, Inc.	Delaware
Patcud Investments, Inc.	Delaware

NAME OF SUBSIDIARY	JURISDICTION OF ORGANIZATION
Patelina SL	Spain
Patrick Cudahy, LLC	Delaware
PEK (London) Ltd.	United Kingdom
Pirin Agri S.R.L.	Romania
Premium Pet Health, LLC	Delaware
Premium Standard Farms, LLC	Delaware
Prima Farms Sp. z o.o.	Poland
QTF Liquidation Corp.	Delaware
RMHF Liquidation, LLC	Delaware
Semilem S.R.L.	Romania
SF Holding Sp. z o.o.	Poland
SF Investments, Inc.	Delaware
SF Marketing Sub, Inc.	Delaware
SFDS Global Holdings B.V.	Netherlands
SFFC, Inc.	Delaware
SFRMH Liquidation, Inc.	Delaware
Simoni Investments, LLC	Delaware
Smithfield Asia Holdings, Limited	British Virgin Islands
Smithfield Bioenergy LLC	Delaware
Smithfield Canada Ltd.	Canada
Smithfield Capital Europe, B.V.	Netherlands
Smithfield Capital Trust I	Delaware
Smithfield-Carroll's Farms	Virginia
Smithfield Culinary Foods Group, LLC	Delaware
Smithfield Deli Group, Inc.	Delaware
Smithfield Ferme S.R.L.	Romania
Smithfield Foods de Mexico, S. de R.L. de C.V.	Mexico
Smithfield Foods Group Ltd.	United Kingdom
Smithfield Foods Ltd.	United Kingdom
Smithfield Global Products, Inc.	Delaware
Smithfield Innovations Group, LLC	Delaware
Smithfield Insurance Co. Ltd.	Bermuda
Smithfield International Investments, Inc.	Delaware
Smithfield-Kinston LLC	Delaware
Smithfield Processare S.R.L.	Romania
Smithfield Prod S.R.L.	Romania
Smithfield Purchase Corporation	North Carolina
Smithfield Receivables Funding, LLC	Delaware
Smithfield Romania S.R.L.	Romania
Smithfield Specialty Foods Group, LLC	Delaware
Smithfield Strategic Sourcing & Service Co., Inc.	Delaware
Smithfield Trading Company, Inc.	Delaware
Smithfield Transportation Co., Inc.	Delaware
Stefano Foods, Inc.	North Carolina
Tar Heel Turkey Hatchery, Inc.	North Carolina
Teclinal SL	Spain
Texas County Land, LLC	Delaware
The Smithfield Inn Corporation	Virginia

NAME OF SUBSIDIARY

The Smithfield Packing Company, Incorporated
Titan Global LLC
Wilmington Bulk, LLC

JURISDICTION OF ORGANIZATION

Delaware
North Carolina
North Carolina

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-3s Nos. 333-167781, 333-143727) of Smithfield Foods, Inc., and,

(2) Registration Statements (Form S-8s Nos. 333-167782, 333-138090, 333-123418, 333-153326, 333-123417, 333-123416, 333-108511, 333-81917, 33-53024) of Smithfield Foods, Inc.

of our reports dated June 15, 2012, with respect to the consolidated financial statements and schedule of Smithfield Foods, Inc. and the effectiveness of internal control over financial reporting of Smithfield Foods, Inc. included in this Annual Report (Form 10-K) of Smithfield Foods, Inc. for the year ended April 29, 2012.

/s/ Ernst & Young LLP

Richmond, VA
June 15, 2012

Certifications

I, C. Larry Pope, certify that:

1. I have reviewed this annual report on Form 10-K of Smithfield Foods, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 15, 2012

/s/ C. LARRY POPE

C. Larry Pope

President and Chief Executive Officer

Certifications

I, Robert W. Manly, IV, certify that:

1. I have reviewed this annual report on Form 10-K of Smithfield Foods, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 15, 2012

/s/ ROBERT W. MANLY, IV

Robert W. Manly, IV

Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Smithfield Foods, Inc. (the "Company") on Form 10-K for the period ended April 29, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, C. Larry Pope, President and Chief Executive Officer of the Company certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: June 15, 2012

/s/ C. LARRY POPE

C. Larry Pope
President and Chief Executive Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Smithfield Foods, Inc. (the "Company") on Form 10-K for the period ended April 29, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert W. Manly, IV, Executive Vice President and Chief Financial Officer of the Company certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: June 15, 2012

/s/ ROBERT W. MANLY, IV

Robert W. Manly, IV
Executive Vice President and Chief Financial Officer

